



County of Los Angeles **CHIEF EXECUTIVE OFFICE**

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LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

May 6, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC SOCIAL SERVICES: RECOMMENDATION TO AWARD
CONTRACT TO HEALTH ADVOCATES, LLC TO PROVIDE SUPPLEMENTAL
SECURITY INCOME APPEALS REPRESENTATION SERVICES FOR GENERAL
RELIEF, CASH ASSISTANCE PROGRAM FOR IMMIGRANTS, AND CALIFORNIA
WORK OPPORTUNITIES AND RESPONSIBILITY TO KIDS PARTICIPANTS
(ALL DISTRICTS AFFECTED) (3 VOTES)**

SUBJECT

Recommendation to award a three-year contract to Health Advocates, LLC to ensure continuance of Supplemental Security Income (SSI) Appeals Representation Services to General Relief (GR), Cash Assistance Program for Immigrants (CAPI), and California Work Opportunities and Responsibility to Kids (CalWORKs) participants in their disability hearings before the Social Security Administration. The current contract with Health Advocates, LLC expires on May 31, 2008.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that SSI appeals representation services can be performed more economically by Contractor than by County employees.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

2. Approve and instruct the Chair to sign the enclosed Proposition A Contract with Health Advocates, LLC, effective the day after Board approval or June 1, 2008, whichever is later, at a maximum Contract amount of \$5,944,341. The contract is a three-year term to provide SSI appeals representation (Attachment A) services to GR, CAPI, and CalWORKs participants in their disability hearings before the Social Security Administration. The cost associated with services for CAPI participants of \$41,027 annually is financed with 100 percent State funds. The cost associated with services to CalWORKs participants of \$41,027 annually is financed with 100 percent State funds. The cost associated with services for GR participants is financed with 100 percent County funds and results in an estimated Net County Cost (NCC) of \$1,884,393 annually. The agreement also provides for a performance incentive of \$10,000 to \$15,000 per year for exceeding an approval rate of 64.99 percent. Therefore, the contract maximum of \$5,944,341 includes \$45,000 in potential performance incentives for the three-year term of the agreement. Funding for this contract is included in the Fiscal Year (FY) 2008-09 Proposed Budget.
3. Delegate authority to the Director, Department of Public Social Services (DPSS), to prepare and sign contract amendments for any increases or decreases of no more than ten percent of the total contract amount, when the change is required by additional services that are necessary for the Contractor to comply with changes in federal, State, or County requirements. The approval of County Counsel and the Chief Executive Officer (CEO) will be obtained prior to executing such amendments and the Director will notify the CEO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

SSI appeals representation services are currently provided for GR and CAPI participants through a contract with Health Advocates, LLP, which will expire on May 31, 2008. The proposed contract with Health Advocates, LLC will replace that contract and ensure the County continues to provide these services to GR, CAPI, and CalWORKs participants. SSI appeals representation services are needed to assist physically and mentally disabled GR, CAPI, and CalWORKs individuals, in their disability hearings before the Social Security Administration. Participants who are successful in their appeals are approved for SSI and Medi-Cal and are, therefore, terminated from GR/CAPI/CalWORKs, respectively. GR terminations result in savings to the County. CAPI and CalWORKs terminations produce savings to the State.

Implementation of Strategic Plan Goals

The recommendations are consistent with the principles of the Countywide Strategic Plan Goal No. 1 (Service Excellence), by providing the public with easy access to quality information and services, and Goal No. 4 (Fiscal Responsibility), by strengthening the County's fiscal capability.

FISCAL IMPACT/FINANCING

The maximum amount of this contract for the three year period is \$5,944,341. The maximum annual cost of the contract is \$1,981,447, which includes the maximum annual financial incentive of \$15,000 the Contractor is eligible to receive for exceeding the minimum acceptable performance of 64.99 percent as follows:

- If the Contractor's SSI approval rate ranges from 65.00 percent to 69.99 percent, a \$10,000 bonus will apply.
- If the Contractor's SSI approval rate is 70.00 percent or higher, a maximum bonus of \$15,000 will apply.

The share of costs associated with services for CAPI participants of \$41,027 annually is financed with 100 percent State funds. The share of costs associated with services for CalWORKs participants of \$41,027 annually is also financed with 100 percent State funds. The cost associated with services for GR participants is financed with 100 percent County funds and results in an estimated NCC of \$1,884,393 annually. Funding for this contract is included in the FY 2008-09 Proposed Budget.

The contract provides for a fixed unit cost of \$1,142 per SSI approval for the three-year period with no cost-of-living increase. The Contractor will be paid monthly in arrears for each SSI appeal won.

The Proposition A Contract cost analysis for the three-year term of the contract indicates cost savings of \$250,659 (Attachment B). The cost analysis is based on a comparison between the contract cost and County Counsel's estimated avoidable cost to provide appeal representation services. County cost included in the analysis reflects the estimated cost to provide services to GR, CAPI, and CalWORKs participants, based on the volume of referrals and Contractor's current average approval rate of 61.94 percent. The contract cost assumes an approval rate of 61.94 percent. Health Advocates, LLC believes that it will ultimately be able to achieve an approval rate higher than 61.94 percent. To the extent this occurs, this may result in additional savings to the County.

Based on this cost analysis, the Department determined that it would be more economical to provide SSI appeals representation services through a contract, rather than by County employees.

The Auditor-Controller validated the accuracy of the computation of estimated cost savings, subject to the accuracy of the Department's workload estimates and data.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 1990, pursuant to the settlement agreement in the City of Los Angeles vs. County of Los Angeles lawsuit, the County agreed to assist participants identified as SSI eligible, due to physical or mental disability, with SSI appeal hearing representation services when SSI is denied at the reconsideration level.

In May 2002, the Department implemented its CAPI SSI Advocacy Program in response to the State's budget crisis.

In October 2003, the Department implemented the CalWORKs SSI Advocacy Program, as part of the expansion of services to time-limited participants or participants who have received 60 months of CalWORKs cash aid. Creation of the program is consistent with Dan Fleming's recommendation in the "Prisoners of Hope" report to provide SSI advocacy to CalWORKs participants.

The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The Contractor complies with all of the requirements of Los Angeles County Code Section 2.201, Living Wage Program. The Contractor will pay employees no less than the required \$9.64 per hour, with health benefits, as specified in the Living Wage Ordinance.

The contract term will be for three years, commencing June 1, 2008, and will continue through May 31, 2011.

The award of this contract will not result in unauthorized disclosure of confidential information, and will be in full compliance with federal, State and County regulations. This Board letter has been reviewed and the contract has been approved as to form by County Counsel.

The Contractor will not be asked to perform services which will exceed the approved contract amount, scope of work, or contract dates.

The County may terminate the Contract with a thirty day prior written notice. The contract also contains a provision that limits the County's obligation, if the Board of Supervisors does not appropriate funding for each year of the contract.

CONTRACTING PROCESS

SSI Appeals Representation Services to GR, CAPI and CalWORKs was solicited through a competitive process in accordance with Los Angeles County Code Section 2.121 and California Department of Social Services regulations on Purchase of Service, Chapter 23-600. On December 27, 2007, DPSS released a Request for Proposal (RFP) to solicit bids for GR, CAPI, and CalWORKs SSI appeal representation services. Interest in this RFP was generated through advertisements in 13 local newspapers, including publications targeting the minority communities. The RFP was posted on the Office of Small Business and the DPSS websites, and interest letters were mailed to 65 potential proposers, which included the organizations listed on the Department's bidders list who met the criteria outlined in the RFP.

In response to the above-mentioned advertisement efforts, four agencies attended the Proposer's Conference held on January 10, 2008. Of the four agencies, two submitted proposals. An evaluation panel comprised of representatives from the Departments of Mental Health, Health Services, and Public Social Services, and a representative from Public Counsel evaluated the two proposals. Health Advocates, LLC received consistently higher scores in all categories of the evaluation. While Health Advocates, LLC was not the lowest-cost bid, this agency was the highest ranked proposer. In addition, the Health Advocates, LLC proposal offered superior service and was determined to have more corporate qualifications and resources than the competing proposal.

DEBRIEFING

On March 27, 2008, DPSS notified the non-recommended proposer that their agency was not recommended for contract award based on the evaluation of their proposal. In addition, the Department offered to debrief the non-recommended proposer on their proposal evaluations.

The non-recommended proposer is satisfied with the results of the debriefing conducted on April 7, 2008, and has not requested to continue with the protest process.

IMPACT ON CURRENT SERVICES

There is no employee impact as a result of this contract, since services are currently provided by contract. The award of this contract will not infringe on the role of the County in relationship to its residents. The County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted, stamped Board letter, and four original signature copies of the contract to the Director of DPSS.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "William T. Fujioka", with a stylized flourish extending to the right.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:MS
GP:JB:cvb

Attachments

- c: Executive Officer, Board of Supervisors
- County Counsel
- Department of Public Social Services
- Auditor-Controller
- Office of Affirmative Action and Compliance



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HEALTH ADVOCATES, LLC

FOR

**GENERAL RELIEF (GR), CASH ASSISTANCE PROGRAM FOR
IMMIGRANTS (CAPI), CALIFORNIA WORK OPPORTUNITIES AND
RESPONSIBILITY TO KIDS (CalWORKs)
SUPPLEMENTAL SECURITY INCOME (SSI)
APPEALS REPRESENTATION SERVICES**

**Prepared By
Department of Public Social Services
Bureau of Program and Policy
General Relief and Food Stamp Division
12820 Crossroads Parkway South
City of Industry, California 91746-3411**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
HEALTH ADVOCATES, LLC
FOR
GENERAL RELIEF (GR), CASH ASSISTANCE PROGRAM FOR
IMMIGRANTS (CAPI), CALIFORNIA WORK OPPORTUNITIES AND
RESPONSIBILITY TO KIDS (CalWORKs)
SUPPLEMENTAL SECURITY INCOME (SSI)
APPEALS REPRESENTATION SERVICES**

This Contract and Attachments made and entered into this 13TH day of MAY, 2008 by and between the County of Los Angeles, hereinafter referred to as County and Health Advocates, LLC, a Limited Liability Corporation, hereinafter referred to as Contractor. Health Advocates is located at 13412 Ventura Boulevard Suite #300, Sherman Oaks, California 91423.

RECITALS

WHEREAS, the County may contract with private businesses for SSI Appeals Representation Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing SSI Appeals Representation Services; and

WHEREAS, pursuant to the provisions of Section 17000 et seq. of the California Welfare and Institutions Code (hereafter W&IC), County provides aid to poor and indigents under County's General Relief (hereafter GR) program; Cash Assistance Program for Immigrants (hereafter CAPI) and California Work Opportunities and Responsibility to Kids (hereafter CalWORKs) programs.

WHEREAS, pursuant to the provisions of Section 49-000 of the California Department of Social Services Manual of Policies and Procedures, the State provides aid to immigrants under the State's Cash Assistance Program for Immigrants (hereafter "CAPI"); and

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WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract SSI Appeals Representation Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H, I, J, K L, M, N and O are attached to, and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority.

- 1.1 ATTACHMENT A - Statement of Work and Technical Exhibits
- 1.2 ATTACHMENT B - Budget and Pricing Schedule
- 1.3 ATTACHMENT C - Contractor's Locations and Hours of Operation
- 1.4 ATTACHMENT D - Contractor's EEO Certification
- 1.5 ATTACHMENT E - County's Administration
- 1.6 ATTACHMENT F - Contractor's Administration
- 1.7 ATTACHMENT G - Jury Service Ordinance
- 1.8 ATTACHMENT H - Safely Surrendered Baby Law
- 1.9 ATTACHMENT I - Living Wage Ordinance
- 1.10 ATTACHMENT J - Monthly Certification for Applicable Health Benefit Payments
- 1.11 ATTACHMENT K - Payroll Statement of Compliance
- 1.12 ATTACHMENT L - Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA)
- 1.13 ATTACHMENT M - Charitable Contributions Certification
- 1.14 ATTACHMENT N – Federal Earned Income Tax Credit Notice
- 1.15 ATTACHMENT O – Glossary of Terms

This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work and Technical Exhibits, Attachment A.
- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 Department Head:** The Director of the Department of Public Social Services, the County of Los Angeles, or his authorized representative(s).
- 2.4 Contractor Manager:** The individual designated by the Contractor to act as a liaison with the County and be responsible for the administration of the Contract operations after the Contract award.
- 2.5 County Contract Administrator (CCA):** Person with responsibility to oversee the day-to-day activities of this Contract. The CCA provides direction to the Contractor in the areas relating to policy, information requirements and procedural requirements. CCA has also responsibility for monitoring any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.6 County Program Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Administrator.

2.7 Day(s): Calendar day(s) unless otherwise specified.

2.8 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The Contractor shall notify County Department of Public Social Services when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Department of Public Social Services at the address herein provided in Attachment E - County's Administration.

5.0 CONTRACT SUM

5.1 The estimated cost of the contract is \$5,944,341 for the three-year term or 1,981,447 annually.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other

mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Department of Public Social Services at the address herein provided in Attachment E - County's Administration.

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

Except as provided in Section 5.5, Invoices and Payments, the Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing SSI appeals representation services to GR, CAPI and CalWORKs participants referred by the County, and other work specified in Attachment A - Statement of Work, and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Attachment B – Budget and Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does

not approve work in writing no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with Attachment B – Budget and Pricing Schedule. The County shall pay the Contractor for each SSI approval verified/documented. The County shall pay the Contractor a firm, fixed rate per SSI approval, per Contract Region during the term of this Contract as follows:

REGION	SSI APPROVAL RATE
I	1,142
II	1,142
III	1,142
IV	1,142
V	1,142
VI	1,142
VII	1,142
VIII	1,142

- 5.5.3 The Contractor's invoices shall contain the information set forth in Attachment A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. The invoices must have the following Attachments:

For *SSI only cases*:

- A copy of the notice approving SSI benefits as well as showing that a request for hearing was filed, and the SSI approval notice is dated after acceptance of the case by Contractor.
- A computer printout from the Social Security Administration (SSA) will suffice as an Attachment to the invoice if the notice

approving SSI benefits is not available. At minimum, the printout must show that it is from SSA, the hearing date and date benefits were approved.

For ***SSI/RSDHI (Retirement, Survivors, Disability and Health Insurance) combined cases:***

- A copy of the Authorization to Charge and Receive a Fee or Fee Agreement Approval form approved by the Administrative Law Judge or SSA when federal law requires a fee authorization
- A copy of the notice approving benefits as well as showing that a request for hearing was filed and the SSI Approval notice is dated after acceptance of the case by the Contractor.
- A computer printout from SSA will suffice as an Attachment to the invoice if the notice approving SSI benefits is not available. At minimum, the printout must show that it is from SSA, the hearing date, and the date benefits were approved.
- If the participant is approved for both RSDHI and SSI, it will be counted as one SSI approval.
- If the participant is approved for RSDHI only, it will be counted as an SSI approval.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- Attachment J - Monthly Certification for Applicable Health Benefit Payments (if applicable)
- Attachment K - Payroll Statement of Compliance

5.5.5 All invoices under this Contract shall be submitted in the format similar to the one included in Technical Exhibit 5 to the following address:

Los Angeles County
Department of Public Social Services
12820 Crossroads Parkway South
City of Industry, CA 91746
Attention: Mercedes Kurdoghlian,
County Contract Administrator

- 5.5.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Program Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

The County shall use the LEADER computer system to validate the Contractor's invoices. The Contractor shall not be compensated for services that cannot be validated by the LEADER system. Therefore, to ensure accurate and timely payment, it is imperative that the Contractor input data as required in Attachment A, Statement of Work.

The County shall review and authorize payment of invoices as soon as possible after receipt of the Contractor billing. The County will make a reasonable effort to effect payment to the Contractor within 30 calendar days from receipt of an invoice which is accurate as to form and content.

The Contractor shall invoice and the County shall authorize payment for SSI only approvals received during the invoice month, unless otherwise authorized by County.

The Contractor shall be compensated for any cases won after this Contract's expiration date, provided that prior to the Contract expiration date 1) the County referred the participant to the

Contractor for appeals representation; 2) the Contractor became the participant's authorized representative; and 3) the notice approving benefits is dated after acceptance of the case by the Contractor; 4) the participant's SSI claim was subsequently reexamined and the denial overturned.

The County may delay the last payment due hereunder until six months after termination of this Contract. The Contractor shall be liable for payment on 30 calendar days written notice of any offset authorized by this Contract not deducted from any payment made by the County to the Contractor.

Prior to receiving final payment hereunder, the Contractor shall submit a signed written release discharging the County, its officers and employees, from all liabilities, obligations, and claims arising out of or under this Contract, except for any claims specifically described in detail in such release.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in Attachment E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Program Director

Responsibilities of the County's Program Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Program Manager

The responsibilities of the County's Program Manager include:

- meeting with the Contractor's Program Manager on a regular basis; and inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Administrator (CCA)

The County's Contract Administrator is responsible for overseeing and monitoring the day-to-day administration of this Contract. The CCA reports to the County's Program Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Program Manager

7.1.1 The Contractor's Program Manager is designated in Attachment F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Program Manager.

7.1.2 The Contractor's Program Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Program Manager and County's Contract Administrator on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Program Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this

Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

- 7.4.2 County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.5.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

- 7.5.3 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement".
- 7.5.4 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement".
- 7.5.5 By State law, including without limitation (*W&I Code, Section 10850 et seq. and 17006*), all of the case records, computer records, and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County DPSS so designated without written authorization from DPSS.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

The County reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by Department Head or his/her designee OR it may have to be executed by the Board of Supervisors.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the

Contract shall be prepared and executed by the Contractor and by the Department Head or his/her designee.

8.1.3 The DPSS Director may prepare and sign *amendments* to the Contract without further action by the County Board of Supervisors under the following conditions:

- a. Amendments shall be in compliance with applicable County, State and federal regulations.
- b. The amendment is for a decrease in the Contract costs.
- c. The County Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services budget.
- d. The Department of Public Social Services shall obtain the approval of County Counsel or his designee for an amendment to this Contract.
- e. Director will file a copy of all amendments with the Executive Office of the County Board of Supervisors and Chief Administrative Office within 15 days after execution of each amendment.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar

reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

- 8.5.7 Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.
- 8.5.8 Complaints by/from GR, CAPI and CalWORKs participants shall be handled in accordance with the provision of the Statement of Work, Section 1.6.2.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 The Contractor shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives. This shall include, but not limited to:
 - 8.6.3 State Energy and Efficiency Plan [*Title 24, California Administrative Code*]
 - 8.6.4 Clean Air Act (*Section 306, 42USC 1857 (h)*)
 - 8.6.5 Clean Water Act (*Section 508, 33USC 1368*)
 - 8.6.6 Executive Order 11738 and Environmental Protection Agency Regulations (*40 CFR Part 15*)
 - 8.6.7 Equal Employment Opportunity (EEO) [*Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60*]
 - 8.6.8 Injury and Illness Prevention Program (IIPP) (*Section 3203 of Title 8 in the California Code of Regulations*)

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Attachment D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Attachment G and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the

Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to

the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity

and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in

writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the

debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

**8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S
COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

**8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD
SUPPORT COMPLIANCE PROGRAM**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support,

pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The

Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

Intentionally Omitted

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this *Contract*, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other

than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 *In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.*

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or

omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

**Los Angeles County
Department of Public Social Services
12820 Crossroads Parkway South
City of Industry, CA 91746
Attention: Mercedes Kurdoghlian,
County Contract Administrator**

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-

insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.24.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor

under this Contract.

- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Program Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.24.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.24.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 General Liability insurance written on ISO policy form CG 00 01

or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.25.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25.4 Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly

payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is as specified in the Performance Requirements Summary (PRS) Chart, as defined in Attachment A, Technical Exhibit 1, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be

County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Attachment D - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by

the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Intentionally Omitted

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Program Manager and/or County's Program Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager or County's Program Director is not able to resolve the dispute, the County's Program Chief, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the

Federal Earned Income Credit under the federal income tax laws (Attachment N). Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment H of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachments E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director, Department of Public Social Services or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect

the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Program Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe

such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles

County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 In the event that the County should consent to subcontracting, the Contractor shall include, in all subcontracts, the following provision: *"This Contract is a subcontract under the terms of a prime Contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."*

8.40.4 When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner which will meet the *California Department of Social Services Manual of Policies and Procedures (MPP)*, Sections 23-610 through 23-615.

8.40.5 The Contractor shall indemnify and hold the County harmless with

respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

- 8.40.6 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.7 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.8 The County's Program Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.9 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.10 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Los Angeles County
Department of Public Social Services
12820 Crossroads Parkway South
City of Industry, CA 91746
Attention: Mercedes Kurdoghlian,
County Contract Administrator**

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this

Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Program Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the

fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a

copy of which is attached as Attachment I and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services

for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the

Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall

also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Attachment J and Attachment K), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's

operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In

the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

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- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that

can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of

same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Attachment L in order to provide those services. The County and the Contractor therefore agree to the terms of Attachment L, *Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)*.

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtaining or retaining or attempting to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.3.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was

incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Office of Affirmative Action Compliance (OAAC) of this information prior to responding to a solicitation or accepting a contract award.

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.4.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

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- 9.4.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.4.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.4.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.4.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.4.6 All the rights and obligations of this sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.5 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

- 9.5.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
 - Replace the questioned equipment, part, or software product with a non-questioned item; or
 - Modify the questioned equipment, part, or software so that it is free of claims.
- 9.5.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.6 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Attachment M, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.7 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.7.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.7.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.7.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.7.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect

supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:

By Al Lulu
Name
Managing Director
Title

COUNTY OF LOS ANGELES

By George R. Bente
(Mayor/Chair), Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By [Signature]
Deputy



I hereby certify that pursuant to Section 28103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By [Signature]
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15 MAY 13 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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ATTACHMENT A
STATEMENT OF WORK
AND
TECHNICAL EXHIBITS

STATEMENT OF WORK AND TECHNICAL EXHIBITS TABLE OF CONTENTS

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PREAMBLE

The County has collaborated for nearly a decade with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. The key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

-
- Good Health;
 - Economic Well-Being;
 - Safety and Survival;
 - Emotional and Social Well-Being; and
 - Education and Workforce Readiness.

Recognizing no single strategy can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- Individuals are treated with respect in every encounter they have with the health, educational, and social services systems.
- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- There is no "wrong door": wherever a family enters the system is the right place.
- Families receive services tailored to their unique situations and needs.
- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.

-
- County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
 - County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
 - County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
 - County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
 - The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human services departments and their partners are working together to achieve the following **Customer Service and Satisfaction Standards** in support of improving outcomes for children and families.

PERSONAL SERVICE DELIVERY

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

SERVICE ACCESS

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

SERVICE ENVIRONMENT

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements

-
- Provide a clean and comfortable waiting area
 - Ensure privacy
 - Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 STATEMENT OF WORK

DESCRIPTION OF SERVICES

The workload, as described in the Statement of Work, is reflective of the current workload and is subject to change based on changes in federal, State or County policy regulations and requirements.

The CONTRACTOR(s) shall provide Supplemental Security Income (SSI) hearing representation for General Relief (GR), Cash Assistance Program for Immigrants (CAPI) and California Work Opportunities and Responsibility to Kids (CalWORKs) participants in formal hearings held by a Social Security Administration (SSA) Administrative Law Judge (ALJ). Applicants who have been denied SSI benefits have the right to appeal their case before an ALJ by presenting evidence and witnesses. The COUNTY is seeking CONTRACTOR(s) to provide appeals representation services to these participants.

DPSS' objective is to assist GR, CAPI and CalWORKs participants to transition from lower benefits received under GR (\$221), CAPI (CAPI payment amounts are \$10 less for an individual or \$20 less for a couple than the SSI/SSP payment standards) or CalWORKs (\$398 for an individual grant) compared to the \$870 SSI benefit, once SSI is awarded. Providing SSI hearing representation works to achieve that objective. SSI recipients in California also receive Medi-Cal benefits. Although CalWORKs participants automatically receive Medi-Cal, GR and CAPI participants do not automatically receive Medi-Cal; they must apply separately for Medi-Cal benefits. Unless the participant is aged 65 or higher, he/she must be able to prove that he/she has a permanent disability to qualify for Medi-Cal. The disability guidelines for Medi-Cal are the same as for SSI. The Disability Determination Service Division (DDSD) will not make a determination of Medi-Cal eligibility based on a disability if an SSI application for the same individual is pending a disability determination.

Although this Contract specifically addresses appeals representation at the hearing level for SSI benefits, services by the CONTRACTOR may include hearing representation at a higher level such as: Appeals Council, Federal Circuit Court of Appeals, and for Retirement, Survivors, Disability Insurance (RSDI Title II). COUNTY will only pay the contract fee for cases approved at a higher level and for RSDI Title II benefits. Any additional fee for cases approved at a higher level or for RSDI Title II approvals would be a voluntary, private agreement between the GR,

CAPI or CalWORKs participant and the CONTRACTOR, conforming the fee agreement guidelines set by the Social Security Administration (SSA). The CONTRACTOR may represent the participant in any manner not related to SSI as described in the RFP except those in which the COUNTY has an interest.

The CONTRACTOR must be able to provide services for English and non-English speaking participants in the participant's primary language. The most common primary languages are English, Spanish, Chinese (Cantonese and Mandarin), Tagalog, Korean, Vietnamese, Armenian, Russian, and Cambodian.

The CONTRACTOR shall provide hearing representative(s) who abide by the standards of conduct in accordance with published SSA guidelines.

(See: <http://www.ssa.gov/representation/index.htm>).

In providing these services, the CONTRACTOR shall follow the procedures outlined in this Statement of Work.

1.1 SCOPE OF WORK

- 1.1.1** The CONTRACTOR shall provide SSI appeals representation services in the form described in this Statement of Work and in the Technical Exhibits hereunder.
- 1.1.2** The CONTRACTOR shall provide all, except for those items listed in Section 1.6 (County Provided Items), personnel, materials, supervision and other items or services necessary to provide SSI hearing representation services for GR, CAPI and CalWORKs participants.
- 1.1.3** The CONTRACTOR shall perform to or exceed the standards in Technical Exhibit 1, Performance Requirements Summary. The COUNTY requires CONTRACTOR to, at a minimum, achieve or exceed the SSI appeals win rate of 50% on an annual basis.

Performance standards, particularly those that apply to win rates, are subject to revision by the COUNTY. The COUNTY recognizes that significant changes in SSA regulations or in the composition of the DPSS participant population could have a significant effect on the CONTRACTOR's ability to achieve or exceed the performance standards.

- 1.1.4** The term of the contract is three years. Cases will be referred to the CONTRACTOR for the three-year term of the contract. All cases referred to the contractor will remain with, and are the responsibility of, the CONTRACTOR until the SSI hearing determination is complete, even if the SSI hearing determination does not occur until well past the original three-year term of the contract. If the SSI application for which the CONTRACTOR provided hearing representation at the hearing or higher court level, results in an award of SSDI, then the CONTRACTOR will be paid the firm fixed fee that was effective during the period that the participant was referred by COUNTY to the CONTRACTOR.

1.2 PERSONNEL

1.2.1 KEY COUNTY PERSONNEL

COUNTY CONTRACT ADMINISTRATOR (CCA):

The COUNTY will designate one person and one backup who will act as the CCA for the COUNTY on all policy, procedures, requirements, performance, and information pertaining to the Contract. Specifically, the CCA shall:

- a. Have full authority to monitor the CONTRACTOR's performance in the daily operation of this Contract.
- b. Provide direction to the CONTRACTOR in areas relating to policy, information, and procedural requirements.
- c. Negotiate with the CONTRACTOR on changes in service requirements pursuant to Paragraph 8.1, Amendments, of this Contract.
- d. Not be authorized to make any changes in the Standard Terms and Conditions of this Contract and is not authorized to obligate Los Angeles County in any way whatsoever.
- e. Be a staff person from DPSS. The COUNTY will inform the CONTRACTOR of the name, address and telephone number of the CCA, and the backup, in writing, at the time of award of this Contract,

and at any time thereafter a change of CCA or backup is made.

1.2.2 CONTRACTOR PERSONNEL

GENERAL

The COUNTY may screen the CONTRACTOR's employees, current and prospective, to ensure that an employee receiving public assistance has met his/her reporting responsibility to the COUNTY and has no access to the CONTRACTOR's records of any friends, relatives, business relations, personal acquaintance, tenant, or any individual whose relationship could possibly sway his/her conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of SSI-related documents. The CONTRACTOR shall be responsible for training its staff. Specifically, the CONTRACTOR shall:

- a. Be responsible for removing any CONTRACTOR employee performing services under this Contract from the workplace within 24 hours when reasonably requested to do so by the CCA. The CONTRACTOR shall replace that employee within 20 workdays. Beginning on the 21st workday, a penalty will be applied for failure to fill vacancies or to replace unacceptable staff.

The CONTRACTOR shall ensure that such individual's duties are performed satisfactorily until a replacement can be arranged. The CCA may extend the time to actually place the new employee in the vacant position, but the CONTRACTOR must request the extension of time and provide documentation of a good faith effort to find a suitable replacement.

- b. Furnish supervisory, administrative, and direct labor personnel to accomplish all work required by this Contract.
- c. Be responsible for training office staff in the use of electronic mail (e-mail) and to ensure that the e-mail account is checked at least twice daily, once in the morning and once in the afternoon, for e-mail from the CCA or DPSS SSI Advocates. The CONTRACTOR shall maintain a valid e-mail address capable of receiving e-mail of up to at least four megabytes in size.

CONTRACT MANAGER

The CONTRACTOR shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contract Manager and alternate shall be identified in writing prior to Contract award and at any time thereafter a change of Contract Manager or alternate is made. The Contract Manager must have a minimum of five years experience providing services similar to or the same (e.g., experience that demonstrates the ability to comply with the reporting and monitoring requirements) as the services required in this Contract. The alternate must have a minimum of three years of the experience described above. An Associate of Arts or higher business-related degree (reduces the minimum experience requirement of both the Contract Manager and alternate by one year. Specifically, the Contract Manager shall:

- a. Have full authority to act for the CONTRACTOR on all Contract matters relating to the daily operation of this Contract.
- b. Be available for eight hours a day, Monday through Friday, except COUNTY holidays. The specific hours of operation and availability are to be stated in the proposal and are subject to approval by the CCA.
- c. Be able to fluently read, write, speak, and understand English.
- d. The alternate, at a minimum, shall also meet the requirements of items b. and c. above.

APPEALS HEARING REPRESENTATIVES

The CONTRACTOR shall provide a Lead Appeals Hearing Representative who is a licensed attorney with a minimum of five years experience primarily providing hearing representation to mentally and/or physically disabled clients. The CONTRACTOR shall also provide, at a minimum, two other Appeals Representatives who are licensed attorneys, with a minimum of two years experience primarily providing the same or related (e.g., medical malpractice, worker's compensation) appeals representation. Experience as an Administrative Law Judge in disability-related cases will be accepted towards the experience requirements for

both the Lead Appeals Representative and the associates.

SUPPORT STAFF

In addition to the staff identified in the Section 1.2.2 mentioned above, the CONTRACTOR is also required to provide support staff to assist in providing the services required for the Contract.

1.3 QUALITY CONTROL

The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the COUNTY a consistently high level of product quality and service throughout the term of the contract. The draft Quality Control Plan shall be submitted with the original proposal. Upon Contract award, the CONTRACTOR shall amend the Quality Control Plan in accordance with requested changes, if any, from the County Contract Administrator (CCA). The final plan shall be submitted to the CCA within 30 days of Contract award or 30 days before the contract start date, whichever occurs first.

METHOD

The plan shall include, but not be limited to, the following:

- a. Method for assuring that professional staff rendering services under the contract have necessary licenses and certifications and that all equipment used has a regular maintenance schedule.
- b. Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- c. A method of record keeping of all inspections conducted by the CONTRACTOR, corrective action taken, time a problem is first identified, a clear description of the problem, and the expected time elapsed between identification and completed corrective action. This record shall be provided to the COUNTY upon request.
- d. The method of continuing to provide services to the County in the event of a strike or labor action (i.e., work slowdown, sickout, etc.) of the CONTRACTOR's employees.

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- e. The method that the CONTRACTOR shall establish to resolve GR, CAPI and/or CalWORKs participants' complaints. The draft of the procedures must be included in the proposal, with the final version to be approved by the CCA. The final details of the procedure shall be submitted to the CCA within 30 days of Contract award or 30 days prior to the Contract start date, whichever occurs first.

1.4 QUALITY ASSURANCE

1.4.1 COMPLIANCE AND PERFORMANCE STANDARDS

After Contract award, the COUNTY or its agent will evaluate the CONTRACTOR's performance under the contract on a periodic basis. Such evaluation will include assessing CONTRACTOR's compliance with all terms in the Contract and performance standards identified in the Statement of Work. CONTRACTOR's deficiencies which the COUNTY determines are severe or continuing and that may jeopardize performance of the contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

1.4.2 MONITORING

DPSS shall monitor the CONTRACTOR's performance under the contract using the quality assurance procedures as defined in the contract.

- a. Performance evaluation meetings shall be held jointly by DPSS staff and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report is issued, and at the discretion of the CCA, a meeting shall be held within ten business days to discuss the problem related to the discrepancy.
- b. Action items from any Performance Evaluation Meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, he/she may submit a written statement to the CCA within ten business days from the date of receipt of the signed minutes. The Contract

Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to submit a written statement shall result in the acceptance of the action items as written. In an unresolved dispute, the decision of the CCA will be final.

- c. Upon advance notice, either the COUNTY or the CONTRACTOR may make an auditory recording of the meeting.

1.4.3 CONTRACT DISCREPANCY REPORTS

The following applies to Contract Discrepancy Reports:

- a. Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified. The Contract Manager shall resolve the problem within ten days. The CCA has the discretion to extend the deadline for a resolution if there are extenuating circumstances.
- b. The CCA will determine whether a formal Contract Discrepancy Report shall be issued Technical Exhibit 2 Contract Discrepancy Report. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the CCA within five business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all acknowledged deficiencies identified in the Contract Discrepancy Report shall be submitted within 10 business days.

1.5 HOURS OF OPERATION/HOLIDAYS

The CONTRACTOR is required to ensure that CONTRACTOR-operated offices are open for services for eight hours a day, Monday through Friday. The CONTRACTOR's Contract Manager and Office Managers, at a minimum, shall be available, for an eight hour extent of time, each day within the COUNTY's regular business hours, which are Monday through Friday, 8:00 a.m. to 5:00 p.m. to respond to COUNTY inquiries.

The specific hours of operation shall be submitted to the CCA within 30 days of Contract award or 30 days prior to the Contract start date, whichever occurs first.

The CONTRACTOR shall be available to provide SSI appeals representation services, at a minimum, for eight hours a day, or alternate hours if required by the COUNTY, Monday through Friday. The CONTRACTOR is not required to provide services on COUNTY recognized holidays. The exception to this is if an SSI Hearing is scheduled for a day that falls on a COUNTY recognized holiday. The CONTRACTOR may reschedule the SSI Hearing to another day if the Administrative Law Judge approves, but if not, then the CONTRACTOR must ensure that a representative appears for the SSI Hearing. The CCA will provide a list of the COUNTY holidays to the CONTRACTOR at the time of award of this Contract, and at the beginning of each calendar year, or when such list is available if labor negotiations are in progress that may affect the schedule.

1.6 COUNTY PROVIDED ITEMS

1.6.1 EQUIPMENT AND SUPPLIES

Subject to the availability of equipment and network capacity, COUNTY will provide access to DPSS' LEADER system for input, inquiry, and update purposes. The County will install and maintain all system hardware and software necessary to provide vendor system access at one site per CONTRACTOR. This includes but is not limited to:

- a. If the CONTRACTOR uses a permanent site, one dedicated telephone circuit, one data input/inquiry terminal (this is a system specific terminal and not a personal computer), one keyboard, and one system printer.
- b. The COUNTY will monitor the CONTRACTOR's usage of system. If it is determined by COUNTY that additional equipment is necessary, the COUNTY will provide it, depending on availability and cost.
- c. One-time training on operation and use of the DPSS' LEADER system. Additional training will be provided following any significant modifications of the LEADER system.
- d. GR, CAPI and CalWORKs participants referred via LEADER or alternate manual referral method as discussed in this Statement of Work, Appendix B, Subsection 1.8 Specific Tasks for SSI Appeals Assistance services.

- e. This aforementioned technical installation and access to LEADER is subject to change based on technological changes, which may occur prior to final Contract award, and over the life of the Contract. Changes will be made to the benefit of the COUNTY if they will result in either improvement to operating efficiency and/or cost savings to the COUNTY.
- f. The COUNTY will provide updated public awareness materials/posters regarding the Safely Surrendered Baby Law.

1.6.2 COMPLAINTS

The COUNTY will provide procedures through which a GR, CAPI or CalWORKs participant shall have the opportunity to present a complaint or grievance about the CONTRACTOR's services.

1.6.3 MATERIALS

The COUNTY will provide a supply of the following materials:

- a. Civil Rights Complaint forms, PA 607, for use by referred GR, CAPI, and CalWORKs clients in reporting civil rights complaints.
- b. DPSS Operations Handbook, Section 21, Civil Rights Program; DPSS Policies.
- c. A list of the COUNTY-observed holidays.

1.6.4 TRANSPORTATION

The COUNTY will provide GR participants with round-trip bus tokens in advance (and cash transfer, if necessary) of going to meeting(s) with the SSI Appeals Representative or to attend an SSI Appeals Hearing. CONTRACTOR is responsible for advising the GR participant to request transportation assistance from the referring DPSS SSI Advocate. Transportation allowance is not available for CAPI and CalWORKs participants.

1.6.5 TRAINING

The COUNTY will provide the following training:

- a. Cultural Awareness and Sensitivity Training, and materials to selected CONTRACTOR staff (Train-the-Trainer). CONTRACTOR shall then instruct all employees who may come in contact with GR, CAPI or CalWORKs participants on cultural awareness and sensitivity.
- b. Civil Rights training materials for CONTRACTOR staff as appropriate.

1.7 CONTRACTOR PROVIDED ITEMS

1.7.1 EQUIPMENT AND SUPPLIES

The CONTRACTOR shall furnish the following equipment and supplies:

- a. The CONTRACTOR shall furnish office and computer furniture, telephones, and supplies necessary to perform all services required by this Statement of Work and adhere to all requirements imposed on the CONTRACTOR by this Contract.
- b. The CONTRACTOR must have a main business office located within the COUNTY of Los Angeles, with a responsible person(s) to maintain all records and reports required by the Contract.
- c. The CONTRACTOR's facilities where services shall be provided shall be accessible within one hour travel time each way, as determined by the COUNTY, by bus/public transportation from the DPSS district offices located within the boundaries of each of the Contract regions serviced by the CONTRACTOR (see Attachment A, Technical Exhibit 6, *SSI Appeals-Contract Regions*).
- d. If the CONTRACTOR's location(s) change, the CONTRACTOR shall provide a minimum of 30 days prior written notice to the COUNTY with justification for the move. The CONTRACTOR shall pay for all expenses of the COUNTY moving the computer equipment, and provide a dedicated electrical circuit for the COUNTY-provided computer equipment. The CONTRACTOR

shall provide good cause if the prior written notice is provided less than 30 days prior to the requested change of computer location.

- e. If the CONTRACTOR requests a change of the computer location within the CONTRACTOR's office(s), the CONTRACTOR shall provide 60 days prior written notice to the COUNTY, pay for all expenses of the COUNTY moving the computer equipment, and provide a dedicated electrical circuit for the COUNTY-provided computer equipment. The CONTRACTOR shall provide good cause if the prior written notice is provided less than 60 days prior to the requested change of computer location.
- f. The CONTRACTOR shall establish and maintain a valid e-mail account with a commercial vendor at his/her own expense. The CONTRACTOR shall maintain equipment and service capable of sending and receiving e-mail of at least four mb in size. The CONTRACTOR shall also maintain access to the Internet (aka World Wide Web) in order to view pertinent web pages as described in this Statement of Work and to remain current with any SSA policy or guideline updates or changes (www.ssa.gov). The SSA's Web site provides information about SSI (Title XVI), Retirement, and Survivors and Disability Insurance Benefits (Title II).
- g. The CONTRACTOR may also refer to the DPSS SSIAP web pages http://www.ladpss.org/dpss/ssiap/default_ssiap.cfm, to become familiar with the DPSS SSI Advocate procedures in initiating an SSI application.

1.7.2 SECURITY

The CONTRACTOR shall house one LEADER terminal and system printer at the agreed-upon single designated site and shall provide all security measures to ensure that the equipment is secure and confidentiality maintained. The CONTRACTOR shall also meet any additional security measures as required by the COUNTY. The COUNTY must approve the CONTRACTOR's security measures.

1.7.3 CONFIDENTIALITY

CONTRACTOR shall ensure that the CONTRACTOR Acknowledgment and Confidentiality Agreement, as illustrated in Technical Exhibit 11 is signed and a copy is on file prior to starting work under this Contract.

1.7.4 MATERIALS

The CONTRACTOR shall post in each CONTRACTOR's facility, where they are easily accessible to employees and GR, CAPI and CalWORKs participants, Equal Employment Opportunity (EEO) and State-approved Nondiscrimination in Services notices. The CONTRACTOR may obtain EEO notices from Los Angeles District Office:

U.S. Equal Employment Opportunity Commission (EEOC)

Roybal Federal Building

255 East Temple Street, 4th Floor

Los Angeles, California 90012

Telephone: (800) 669 – 4000

info@ask.eeoc.gov

1.7.5 TRAINING

The CONTRACTOR shall furnish the following trainings:

- a. Child abuse, elder abuse, the California Safely Surrendered Baby Law, cultural awareness, and Civil Rights training for the CONTRACTOR's staff who have direct contact with the GR, CAPI and CalWORKs participants to the extent the training has not been given by the COUNTY.
- b. Employee orientation and in-service training for all staff that have direct contact with GR, CAPI and CalWORKs participants. Such training will cover all aspects of the contracted services.
- c. Training to DPSS staff on issues relating to timely referrals, hearing deadlines, regular contact and follow-up with participants. Training shall be provided upon request by DPSS staff.

1.8 SPECIFIC TASKS

Currently, the Department's CAPI and CalWORKs SSI Assistance Programs are not supported by the COUNTY's automated system, Los Angeles Eligibility Automation Determination Evaluation and Reporting System, LEADER. Although the GR SSI Assistance Program is supported by LEADER, there are times when the system will be unavailable. Therefore, all tasks hereunder pertaining to LEADER functionality for GR, CAPI, and CalWORKs cases will be supplemented with manual procedures, which will be provided by the COUNTY within 30 days of Contract award.

The CONTRACTOR shall be responsible for completing the following tasks:

1.8.1 PRE-IMPLEMENTATION

After Contract award, the following will apply:

- a. No later than 30 calendar days prior to implementation of the Contract, the CONTRACTOR shall provide to the COUNTY for approval, the final permanent locations where services will be provided. The proposal must state the general location(s) where the services will be provided if the CONTRACTOR does not already have a permanent site within the desired area. The CONTRACTOR's facilities where services will be provided shall be accessible within one (1) hour travel time each way, as determined by the COUNTY, by bus/public transportation from the GR, CAPI or CalWORKs district offices located within the boundaries of each of the Contract regions serviced by the CONTRACTOR Technical Exhibit 6, SSI Appeals-Contract Regions.
- b. No later than 30 calendar days prior to implementation of the Contract, the CONTRACTOR shall provide to the COUNTY, for approval, a copy of all forms to be used to provide SSI appeals representation services and forms which will be given to or signed by the GR, CAPI or CalWORKs participant. The CONTRACTOR shall submit copies of any proposed form changes to the COUNTY for approval before implementation. The COUNTY will approve, deny, or recommend changes within 30 days.

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- c. Participants are referred to the CONTRACTOR by DPSS SSI Advocates. The DPSS SSI Advocates need to know which days and times the CONTRACTOR has designated for the referred participants. No later than 10 calendar days after Board of Supervisor's approval of this Contract, and monthly thereafter if there are any changes, the CONTRACTOR shall provide the COUNTY with the minimum designated blocks of times and days available to provide SSI appeals representation services. The blocks of time are to be designated as to office location, and as to which blocks are reserved for SSI hearings and which are for office appointments and inquiries.
 - d. The CONTRACTOR shall maintain all records (e.g., books, documents, medical, financial) and case files at a central facility for five (5) years after the termination of this Contract or until all audits are completed, whichever is later. The length of time maintaining and storing case files may be longer based on other government statutes, codes and/or other regulatory authority requirements.
 - e. The CONTRACTOR shall establish a toll free number for participants to call if they have any questions regarding their SSI Appeals Hearing.

1.8.2 REPRESENTATION AND REFERRAL CRITERIA

CONTRACTOR's staff shall be available to provide representation services in accordance with the location and appointment time schedule provided to the COUNTY by the CONTRACTOR, in accordance with this Statement of Work, and as the CONTRACTOR shall furnish it in the proposal.

CONTRACTOR shall accept all referrals from the COUNTY, provided the following criteria have been met:

- a. The SSI application was denied at the reconsideration level within the last 50 days (or application was denied in the case of Redesign/Prototype SSA Offices in the last 50 days) or an SSI hearing is pending. There are at least 20 workdays before the SSI hearing at the time the referral is made. The CONTRACTOR may choose to waive the 20 workday period and accept the case.

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- b. The participant has neither selected another authorized representative nor elected to represent him/herself.
 - c. The participant has requested COUNTY representation from the SSI Advocate or SSI Liaison or has contacted the CONTRACTOR directly for appeals representation. The SSI Liaison or Advocate shall normally initiate GR, CAPI, and CalWORKs referrals, via USPS mail, fax, or e-mail. GR referrals may be initiated through COUNTY's automated system when available. If the participant contacts the CONTRACTOR directly, the CONTRACTOR shall contact the SSI Advocate or SSI Liaison in the District Office in which the participant's GR, CAPI or CalWORKs case is assigned, to request that the participant be formally referred to the CONTRACTOR.
 - d. The participant meets either U.S. citizenship, or legal immigration status per SSA guidelines to be eligible for an award of SSI.
 - e. The CONTRACTOR may reject a referral in instances when the above five criteria conditions are not met or when it is not possible to provide representation; e.g. other representation, self-representation, not denied at the reconsideration level, etc. The CONTRACTOR shall notify DPSS, via LEADER, and by e-mail, fax, or USPS, of those participants who are rejected for representation and the reason for the rejection. A summary of referral rejections, with reasons provided, is to be included in the Monthly Management Report.
 - f. Initially, the CONTRACTOR shall *not* refuse representation services based solely on insufficient medical evidence nor based on the participant's credibility as a witness.
 - g. The CONTRACTOR shall make at least three attempts to contact the participant, if the GR, CAPI or CalWORKs participant fails to show to the first appointment.
 - h. The CONTRACTOR is not to file a Request for Reconsideration application on behalf of any GR, CAPI or CalWORKs participant. If the referred case is not ready for the appeals hearing stage, the

referral is to be rejected and sent back to the referring district for action.

- i. To obtain referrals on a daily basis, the SSI Hearing Representation Listing shall be printed from the LEADER automated system once it is available. Until it is available, the CONTRACTOR shall use an internal listing and scheduling system created by the CONTRACTOR and approved by the CCA. The listing shall be designed to effectively manage the data provided by the referrals from DPSS SSI Advocates. The referrals will arrive via USPS mail, fax, e-mail, or via the LEADER referral-listing component.
- j. The CONTRACTOR shall maintain an internal manual (on the CONTRACTOR's own computer workstation/network in a software application such as Microsoft WORD, Excel, Access, OpenOffice.org, etc.) listing of all referrals received as a backup to the LEADER or manual referral-listing method.

1.8.3 APPOINTMENTS

- a. The CONTRACTOR shall notify each participant via USPS mail of the initial interview appointment. The CONTRACTOR shall mail such notice to each participant referred within five workdays after receipt of the referral. The notice shall provide the time, date, and location of the appointment, CONTRACTOR's phone number and a list of items or documents the participant should bring to the appointment. The list shall be comprehensive in order to minimize additional visits and mailing of documents by the participant. A copy of this notice is to be sent to the referring DPSS SSI Advocate, who will assist the CONTRACTOR in ensuring the participant keeps the appointment, brings the requested items or documents, as well as provide bus fare for GR participants. Bus fare is not available for CAPI and CalWORKs participants.
- b. Priority shall be given to those participants who are within 20 days of the deadline for filing an appeal. The CONTRACTOR or Contract Manager shall document the appointment time and date. The mailing of the notice shall precede the appointment by seven to fifteen calendar days. If extenuating circumstances require less

advance notice, the appointment letter may be mailed less than seven days before the appointment. In such instances, the CONTRACTOR must contact the DPSS SSI Advocate by phone and e-mail (if the Advocate has provided an e-mail address, if not then the CONTRACTOR may e-mail the Advocate's Deputy District Director) to notify the Advocate of the circumstances and to request the assistance of the Advocate to contact the participant. The CCA will provide the CONTRACTOR DPSS contact information for DPSS SSI Advocates and Deputy District Directors after the Contract has been finalized. The CONTRACTOR may exercise his/her own discretion regarding requests for appointment rescheduling from participants, as long as SSA deadlines for filing signed notices are not missed as a result of appointment reschedules.

- c. The CONTRACTOR shall maintain a record of all participants referred for SSI Appeals representation and the disposition of such referrals.
- d. The CONTRACTOR shall ensure that GR, CAPI or CalWORKs participants who arrive within 15 minutes of their appointment time are seen on the same day. The CONTRACTOR shall not reschedule participants who arrived within the above mentioned timeline to another date, unless, the participant agrees to the new appointment date and time and SSA deadlines for filing signed notices are not missed as a result of appointment reschedules. The participant must be afforded sufficient time to explain his/her disability, treating sources, work history and other relevant facts. The CONTRACTOR shall notify the referring DPSS SSI Advocate of any rescheduled appointments.
- e. Although appointments are to be scheduled individually with appropriate time reserved, on occasion several participants might arrive at the CONTRACTOR's office at approximately the same time. In those circumstances, the CONTRACTOR may initially distribute general paperwork and informing notices to the group, and may give a brief explanation of the purposes and intent of the appointment to the group as a whole. The explanation must begin with a statement that each participant will be seen individually to

discuss his/her case in private. Under no circumstances is the CONTRACTOR to discuss a participant's case in a group setting.

1.8.4 INITIAL INTERVIEW

- a. The CONTRACTOR shall conduct the initial face-to-face interview with the participant in private. In the event that the participant fails to appear or cooperate with the face-to-face interview, the CONTRACTOR may attempt to interview the participant in private via a home visit, field visit, or by telephone. Failure to complete an interview shall not preclude Contractor from moving forward with a hearing if authorized by the GR, CAPI or CalWORKs participant.
- b. The CONTRACTOR must make at least three attempts to contact the participant within 30 calendar days. The COUNTY would need to approve any additional methods of interviewing. At minimum, the CONTRACTOR is to make a diligent inquiry as to the nature and extent of the participant's disability(s), treating sources, work history, and other relevant facts. The CONTRACTOR shall accept the participant's file copies of medical or employment records the participant provides at the initial interview and will continue to do so until the time of the hearing.

However, if the CONTRACTOR is unsuccessful locating the participant after the third attempt, the CONTRACTOR is to inform the SSI Advocate before closing the case.

- c. The CONTRACTOR shall explain to the participant his right to choose other representation or to represent him/herself at the hearing. The CONTRACTOR shall not suggest or make any referrals to other representatives and shall not comment favorably, or unfavorably, on the capability of the other representation the participant is considering or has already chosen. The CONTRACTOR is permitted to counsel a participant considering self-representation as to success rates of self-represented appellants, as well as appropriate preparation necessary for the hearing. The CONTRACTOR shall have the participant sign the completed GR, CAPI and CalWORKs Participant's Consent Form for SSI Hearing Representation, Technical Exhibit 3.

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- d. The CONTRACTOR shall notify DPSS within 10 days from date of knowledge, via LEADER, of those GR, CAPI or CalWORKs participants who choose other or self-representation. If LEADER is not available, the CONTRACTOR is to follow the manual notification process.
- e. The CONTRACTOR shall complete and obtain the participant's signature on all required SSA forms. If no SSI hearing is pending, the required forms include, but are not limited to:
- HA-501 Request for Hearing by Administrative Law Judge
 - HA-4486 Claimant's Statement When Request for Hearing is Filed and the Issue is Disability
 - SSA-1696 Appointment of Representative
 - SSA-827 Authorization for Source to Release Information to the Social Security Administration

The CONTRACTOR shall file the required SSA appeals forms with SSA in a timely manner as shown below.

- f. For GR cases only, if a mental disability is claimed as a component of the SSI application (either by itself or in conjunction with a physical disability), the CONTRACTOR shall refer the participant to the listing provided by the COUNTY for Los Angeles County Department of Mental Health (DMH) providers for an initial evaluation as appropriate. For CAPI and CalWORKs cases, if a mental disability is claimed as a component of the SSI application (either by itself or in conjunction with a physical disability), the CONTRACTOR shall refer the participant to his/her own treating physician for an initial evaluation.

The CONTRACTOR shall include in the referral a letter to DMH or treating physician explaining the reason for the referral and a request to the clinic to delineate the particulars of the mental health condition of the participant. The letter should focus on the nature and severity of the participant's disability, including observed behavior and excerpts from the SSI application or request for

reconsideration documents that pertain to the participant's mental health. If DMH accepts the GR or CalWORKs participant as a patient for treatment, after he/she has attended the first few appointments, or first appointment when necessary, the CONTRACTOR should request the completion of a DEP 1002 report in a timely manner so that it can be submitted as evidence at the hearing. CONTRACTOR shall also avail him/herself of the opportunity to qualify DMH as the treating doctor for SSA purposes to give more weight to the report.

The CONTRACTOR does not have to complete this step at the initial interview if the SSI file is not yet in the participant's case folder; however, it must be completed within 30 days of the initial interview for cases that have a mental disability component. The CONTRACTOR shall also include an original completed SSA-827 with the referral.

- g. Item f. above does not apply if the participant is already in treatment with a DMH clinic/provider. If the participant is already in treatment, the CONTRACTOR shall request a copy of the DEP 1002 and must encourage the participant to continue ongoing treatment. CONTRACTOR shall also avail him/herself of the opportunity to have DMH as the treating doctor of record for SSA purposes to give more weight to the report. The CONTRACTOR shall also forward a letter to the treating clinic requesting that the clinic delineate the particulars of the mental health condition of the participant and to complete a Psychiatric Review Technique Form with a comment referring the reader to "see DEP 1002 report." The CONTRACTOR shall include in that letter a brief explanation of the guidelines established by the SSA (aka "The Blue Book") to prove a disability.
- h. The CONTRACTOR shall obtain employment information, medical history as it pertains to disabilities and limitations, names and addresses of third party witnesses, and any other information from the participant that may be needed to adequately represent the participant at the hearing. This information is to be compared to the SSA file and discrepancies are to be noted and clarified prior to the hearing. The CONTRACTOR shall also obtain necessary waivers

from the participant in order to request necessary medical records or other information.

- i. The CONTRACTOR shall initiate arrangements to interview, or obtain statements if an interview is not feasible, family members and other pertinent third party witnesses to further prepare for the hearing. The actual interviews may be scheduled for a time that is mutually convenient for the witness and the CONTRACTOR, as long as the interview and/or statement has been completed no later than one day prior to the hearing. The CONTRACTOR must request each witness who can contribute to proving the case to attend the hearing to give testimony. If more than two witnesses indicate a willingness to testify, CONTRACTOR may use his/her discretion to limit the number of witnesses at the hearing.

1.8.5 CASE RECORD

The CONTRACTOR shall create an individual folder for each participant referred by the COUNTY. The file shall include, but not be limited to:

- Copies of contact letters.
- Request for hearing and related SSA forms.
- Correspondence to and from SSA.
- Notes taken during each interview and hearing.
- Log of length of time the participant was seen.
- Purpose and context of each participant contact (such as telephone calls and letters) with the appeals representative.
- Any other pertinent information and documentation related to the GR, CAPI or CalWORKs participant.
- All medical verification and documentation.

The CONTRACTOR may use his/her own discretion regarding documentation of participant inquiries to CONTRACTOR's staff such as the non-appeals representative, the secretary, etc. The folder shall also include a participant profile related to all factors that SSA reviews in

making a disability determination. Those factors include, but are not limited to, age, education, level of literacy, fluency in English and vocational history.

In addition to the paper file, the CONTRACTOR must maintain a computer file as back-up.

1.8.6 REQUEST SSI HEARING

- a. The CONTRACTOR shall submit the Request for Hearing (HA-501) and related forms, if required, and the Authorized Representative form to the SSA Office of Hearings and Appeals (OHA) within sixty (60) days after the participant's reconsideration denial date, or application denial date if the application was filed in a Redesign (aka Prototype) SSA office. The reconsideration and application denial dates are displayed on the LEADER system. The denial dates must also be noted on any manual referral system. A copy of the pertinent Notice of Denial may also be provided to the CONTRACTOR by the COUNTY's SSI Advocate upon request.
- b. In instances when the participant or the COUNTY's SSI Advocate has already applied for a hearing, the CONTRACTOR will only submit the Authorized Representative form to SSA. The Request for Hearing form is not required. The CONTRACTOR must verify the pending SSI hearing by obtaining a copy of the Request for Hearing form from the participant, the COUNTY's SSI Advocate or from SSA.
- c. The CONTRACTOR shall obtain copies of pertinent medical history records from the participant's treating physicians and/or clinics and hospitals for the SSA file. Duplicating records already in the SSA file due to Disability Determination Service Division (DDSD) requesting them are at the discretion of the CONTRACTOR.
- d. **Any costs associated with obtaining and copying these records shall be the sole responsibility of the CONTRACTOR. CONTRACTOR shall not refer any agencies or entities to the COUNTY for payment.**
- e. For GR cases, the CONTRACTOR shall encourage the participant

to continue (or seek) medical treatment from COUNTY facilities. CalWORKs participants receive Medi-Cal; therefore, these participants are not referred to COUNTY facilities. The CONTRACTOR may refer the participant, as appropriate, for additional physical and/or psychiatric examinations to be conducted by examiners who will perform such examinations on a voluntary, no-fee basis. (This provision is added to allow for such an event. At this time, the COUNTY is not aware of any medical examiners performing such examinations on a no-fee basis.) For CalWORKs and CAPI cases, the CONTRACTOR shall encourage the participant to continue to seek medical treatment from their primary physician.

- f. The CONTRACTOR is prohibited from referring GR, CAPI or CalWORKs participants to medical examiners who will require payment from the participant if the SSI benefits are denied. If payment would be required predicated on approval of, and receipt of the first payment for SSI; the charges shall not exceed those set forth in the California Code of Regulations, Title 8, Section 9795, Chapter 4.5, Subchapter 1, Article 5.6. The CONTRACTOR is responsible for ensuring that the medical examiner understands the limits to the charges that may be assessed to the participant. The CONTRACTOR shall intercede on the participant's behalf to minimize the medical examiner's charges. The CONTRACTOR shall not accept any gratuity, gift, referral fee, or any other form of compensation from the medical provider, or parties acting on behalf of the medical provider, for such referral, under penalty of immediate termination of this Contract. The COUNTY will also make a referral to the appropriate regulatory agencies if such action violates other laws, regulations, or professional standards of conduct.
- g. The CONTRACTOR shall refer the participant to the COUNTY for any questions regarding GR, CAPI or CalWORKs financial aid/eligibility or need for supportive/social services.
- h. The CONTRACTOR shall remain the participant's authorized appeal representative throughout the SSI appeal process, regardless of the participant's change in region due to a change in

residence address. Additionally, the CONTRACTOR shall remain the participant's authorized appeals representative throughout the SSI appeal process, even if the SSI appeal process continues past the expiration of the Contract with the COUNTY. CONTRACTOR shall remain bound to the terms of the Contract so long as the CONTRACTOR represents the participant. CONTRACTOR, upon a favorable outcome of the SSI hearing (including cases represented at Appeals Council level or higher Court), shall be paid the fixed fee that was in effect at the time that the participant was referred to the CONTRACTOR.

1.8.7 PREPARATION OF CASE FOR HEARING

- a. The CONTRACTOR shall review the participant's SSA claim folder (aka SSA disability folder or Attachment file) at the appropriate SSA or OHA location before the hearing and copy pertinent items as needed for the case file. All documents in the claim folder are to be reviewed by the CONTRACTOR and annotated in the participant's case file for significant items and issues to rise at the hearing.
- b. The CONTRACTOR shall review all third party questionnaires in the SSA claim folder and follow up as needed. After reviewing the record of the participant's initial interview, and interviews with family members and other pertinent third party witnesses, the CONTRACTOR shall obtain additional third party questionnaires that may not already be in the SSA file and review them prior to forwarding to SSA. In addition, the CONTRACTOR may prepare supporting documentation (e.g. letter to the Judge) that will supplement any incomplete or missing medical records, gaps in treatment, etc. as appropriate.
- c. The CONTRACTOR shall prepare the participant for the hearing by:
 - Explaining the SSI hearing process.
 - Interviewing the participant again before the hearing, creating the set of questions to be asked the participant at the hearing and going through the entire set of questions with the participant, as practice, at least two days before the

hearing.

- Reminding participant of the importance of appearing at the hearing.
- Notifying participant to be present one hour before hearing appointment.
- Identifying any barriers to the participant appearing at the hearing and seeking to resolve them. If the participant's GR case is still open, the participant may obtain transportation assistance from the DPSS SSI Advocate.

The CONTRACTOR shall ensure that actions listed in item c. above are addressed at each contact with the participant.

- d. **The CONTRACTOR shall hold one final meeting with the participant and witnesses not less than two calendar days before the hearing to review items a. through c. (above) with the participant and to confirm that any requested witnesses will appear and give testimony at the hearing. The questions to be asked at hearing shall be finalized at this meeting. The designated Appeals Representative shall practice these final questions with the participant and the witness(es).**
- e. The CONTRACTOR shall arrange to present expert witnesses, if needed.
- f. The CONTRACTOR shall arrange to present third party witnesses if available, to include, at a minimum, sending confirmation letters and/or making phone calls.

1.8.8 APPEALS REPRESENTATION

- a. If the CONTRACTOR believes that the existing medical record may be insufficient to prove a disability commensurate with SSA guidelines for an SSI award, he/she shall recommend the ALJ order physical and/or mental consultative examinations (CE) needed to document the participant's disability. This step shall only be taken when there are no other medical sources sufficient to prove

disability and the participant would lose absent additional evidence of disability. SSA pays for these examinations, which are normally conducted by SSA/DDSD selected physicians. The CONTRACTOR shall request that either the participant's treating physician conducts the examination, if the treating physician will consent to the SSA/DDSD fee schedule, or that a non-volume provider performs the examination.

- b. If SSA refers a participant's case to their Screening Unit (consisting of SSA Attorneys and paralegals) for re-examination of the reconsideration denial, the CONTRACTOR shall work with the SSA Screening Unit to justify the participant's eligibility for SSI. If the SSA Screening Unit deems the participant eligible for SSI, the CONTRACTOR shall not be required to represent the participant at a formal hearing. If the CONTRACTOR succeeds in obtaining an SSI approval for the participant by this process, the CONTRACTOR may add this case to his/her monthly invoice as a win. If the SSA Screening Unit does not find the participant eligible, the CONTRACTOR will represent the participant before an ALJ in a formal hearing, as appropriate.
- c. If SSI is denied at the hearing level, the CONTRACTOR may appeal the participant's case to a higher level (i.e., Appeals Council, Federal Court for judicial review). If the CONTRACTOR succeeds in obtaining an SSI approval for the participant by this process, the CONTRACTOR may add this case to his/her monthly invoice for wins. Denials are not invoiced for payment.

The CONTRACTOR shall comply with all instructions and deadlines set by the ALJ.

1.8.9 NOTIFICATION OF DISMISSAL

The CONTRACTOR shall notify the COUNTY via the Monthly Management Report, when any hearing is dismissed. Dismissals include cases in which the participant failed to appear at the hearing or the participant appears at the hearing and submits a request to withdraw his/her Request for Hearing. The CONTRACTOR must provide to the COUNTY an explanation of each dismissal and demonstrate efforts to

oppose the dismissal, or in the case of the participant requesting a withdrawal, what reason(s) the participant gave for the withdrawal request. Dismissals should be infrequent and will be closely monitored by the CCA for appropriateness. If a case is dismissed due to a lack of medical evidence, the CONTRACTOR must provide a detailed explanation of what efforts the CONTRACTOR had made to obtain medical evidence before the hearing.

1.8.10 NOTIFICATION OF WITHDRAWAL

The CONTRACTOR shall notify the COUNTY via the Monthly Management Report, and the SSA Office of Adjudication and Appeals Review, of his/her withdrawal as representative on behalf of the participant. The withdrawal reason shall be clearly stated in the report. The CONTRACTOR may not withdraw representation unless:

- a. The participant's medical evidence will clearly result in SSI denial at the hearing that would prejudice a future filing by the participant. CONTRACTOR must submit a detailed report to DPSS justifying withdrawals in this instance.
- b. The participant is a resident alien who does not meet the criteria set forth by SSA for legal immigrants applying for SSI.
- c. The participant refuses to follow through with the SSI Appeals hearing process.
- d. The participant elects to seek other counsel or to represent him/herself.

1.8.11 HEARING DECISION

The CONTRACTOR shall retain a copy of the hearing decision and/or other SSA notices of approval/denial in the participant's folder. The CONTRACTOR shall also enter the hearing decision data or other SSA approval/denial information on LEADER. A copy of each hearing decision shall be attached to the monthly report submitted to the COUNTY by the CONTRACTOR.

1.8.12 USE OF LEADER COMPUTER SYSTEM

- a. The CONTRACTOR shall abide by and have each employee who will require access to the LEADER computer system sign a LEADER System User Security Contract.
- b. LEADER shall be used to access GR participants' data related to the SSI application process. This information shall be used along with information from SSA to establish the participant's current SSI status.
- c. Print "List of Referrals for SSI Hearing" on a daily basis, once the LEADER SSI Hearing Specialist Referral programming and implementation is complete. The CONTRACTOR shall use the manual referrals received by USPS mail, e-mail, or fax from the DPSS SSI Advocates to maintain an internal scheduling system until the SSI hearing specialist module is complete. Afterwards, the CONTRACTOR shall continue to maintain the manual (this may be done on a computer using appropriate software, such as Microsoft Word, Excel, Access, OpenOffice.org, Corel Office, etc.) internal scheduling system as a backup to the LEADER referral module in the event of network problems, system problems, etc. The COUNTY uses Microsoft Office 2003, but the CONTRACTOR is not required to use this software, as long as Microsoft Office can read the output of CONTRACTOR's software.
- d. Input updated SSI application data for each participant within three workdays of the new data. If the system is down, the CONTRACTOR shall immediately notify the CCA and cooperate with COUNTY technical support.
- e. Identify the GR, CAPI or CalWORKs district responsible for the participant's case, in order to communicate with the DPSS SSI Advocate.
- f. Information related to interview and hearing results shall be input. Some examples are:
 - Initial Interview date.

- Disposition of hearing representation referral.
- Scheduled hearing date. This information shall also be input to LEADER case comments.
- SSI application information updates.
- No shows to CONTRACTOR appointments and to the SSI hearing.
- Outcome of Hearing.

1.8.13 RECORDS RETENTION TASKS

The CONTRACTOR shall maintain a folder for each GR, CAPI and CalWORKs participant that contains a sufficient record of the SSI Appeals data. This includes, but is not limited to:

- Applicant's name;
- Social Security Number (SSN);
- LEADER case number;
- SSI application history;
- Interview discussion data (highlights of what was discussed in interview);
- Dates participant and witnesses were prepared for hearing;
- Dates folder was reviewed for case management or quality control purposes;
- Log of dates and length of time spent on the case and purpose thereof (e.g. 05/15/03: 45 minutes review of SSA CE 02/10/02);
- Completed Participant Satisfaction Questionnaire;
- Authorization for Release of Medical Records;
- Participant's comments; and
- Copies of pertinent documents (medical records, hearing notices,

referrals to medical providers, additional evidence submitted to SSA such as third party questionnaires).

All such records shall be available to the COUNTY upon request, primarily for purposes of Contract Monitoring.

CONTRACTOR is not required to retain copies of medical reports in participant's file folder. Retention of copies of medical reports is at the discretion of the CONTRACTOR.

1.8.14 REPORTING TASKS

The CONTRACTOR shall submit reports, as required by the COUNTY, concerning activities as they pertain to this Contract duties and purposes contained herein as follows:

- a. The CONTRACTOR shall complete a **Monthly Management Report** (MMR), to be submitted with the monthly invoice to the CCA by the 15th calendar day of each succeeding month, by region. (See Attachment A, Technical Exhibit 4 for sample MMR format.) The MMR shall summarize:
 - Statistical data regarding SSI appeals hearing representation activities processed during the report month, accompanied by a list of the participants served.
 - Statistical data regarding SSI Appeals hearing activities, to include a list of SSI hearings held, hearing decisions received, and a separate invoice, by region, of all SSI approvals for that month.
 - A listing of unfavorable hearing decisions, with reasons for the decision and indication if CONTRACTOR will appeal the decision.
 - An explanation for each dismissal and withdrawal. Specifically, if the dismissal or withdrawal was due to a participant's absence, why was the case dismissed or withdrawn rather than either rescheduled or held with the participant's testimony ruled as "non-essential" If the

dismissal or withdrawal was for other reasons, the CONTRACTOR shall provide a reasonable explanation as to why the CONTRACTOR was unable to continue the case.

- A narrative, as appropriate, providing the COUNTY with suggestions or comments for improving services.
 - A listing of any cases electing either self or other representation with the date that the CONTRACTOR was made aware of this election. As mentioned previously in this Contract, the CONTRACTOR is to notify the DPSS SSI Advocate of such election upon notification to the CONTRACTOR as well.
 - Any other reports or information referred to in this Contract and as requested by the COUNTY.
- b. The CONTRACTOR shall complete an **Interview Disposition Report**, to be submitted with the monthly invoice to the CCA by the 15th calendar day of each succeeding month, by region. Sample Format will be provided by the COUNTY.

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

T.1 INTRODUCTION

This Performance Requirement Summary (PRS) displays the major services that will be monitored during the term of a resultant Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, COUNTY's preferred method of monitoring, and the unsatisfactory performance indicator that may be assessed if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this PRS are intended to be completely consistent with the Statement of Work, Attachment A and the Contract, the required services are not meant to create, extend, revise, or expand any obligation of the CONTRACTOR beyond that defined in the areas mentioned above. In any case of apparent inconsistency between required services or Standards as stated in the Statement of Work, Contract and this PRS, the meaning apparent in Statement of Work and Contract will normally prevail, as that is the intention of COUNTY. If any required service or Standard seems to be created in this PRS which is not set forth in Statement of Work or Contract, that apparent required service or Standard will not be a requirement on CONTRACTOR and will not be the basis of the assignment of any points. However, it is the responsibility of the CONTRACTOR to point out any such inconsistencies at the time the Contract is finalized. If any discrepancies are not resolved in the final Contract, then the County Contract Administrator (CCA) will determine the interpretation and clarification of the matter(s) as any arise in the course of the Contract. Because the provision of services to public assistance clients is critical to the mission of DPSS, the COUNTY expects a high Standard of CONTRACTOR performance. DPSS will work with the CONTRACTOR to resolve any areas of difficulty brought to the attention of the CCA by CONTRACTOR before the allowable deviation for acceptable Standard should occur. It is the CONTRACTOR's responsibility to provide the services set forth in the Statement of Work, Attachment A and this Contract, which are summarized in the PRS.

T.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is included in Technical Exhibit 1, page 1 of 4. This chart:

1. Lists the Required Services in the contract, which are considered most critical to acceptable performance.
2. Denotes the Performance Indicators used to determine that the requirements have been met or exceeded.
3. Defines the Standard(s) of performance for SSI Appeals Representation win rate.
4. Shows the Monitoring Methods or quality assurance methods the COUNTY will use to evaluate the CONTRACTOR's performance in meeting the Contract requirements.
5. Shows the Targeted SSI Appeals Win Rate and maximum allowable degree of deviation from the SSI Appeals Representation win rate standard allowed before the COUNTY grants a bonus or assesses a financial penalty.
6. Shows the Performance Incentives and Penalties for Deviations from Targeted SSI Appeals Win Rate standard. These incentives and penalties serve as a baseline for granting bonuses or assessing annual financial penalties.

The objective of the CONTRACTOR shall be to attain the highest win rate possible. Incentive bonuses may be granted for performance that exceeds the standards listed in the Performance Requirements Summary Chart. Penalties may be assessed for performance that is below the standard.

7. The SSI Appeals Representation win rate will be calculated on an annual basis to allow for monthly fluctuations. Bonuses and penalties will be calculated and assessed or paid on an annual basis.

T.3 COMPLIANCE MEASUREMENTS INDICATORS CHART

The Compliance Measurements Indicators Chart is included in Technical Exhibit 1, page 2 of 4. This chart:

1. Lists the Required Services considered most critical to acceptable contract performance.
2. Denotes the Performance Indicators used to determine that the Standards have been met or exceeded.
3. Defines the Standard(s) of performance for each required service.
4. Shows the Targeted Acceptable Quality Level (AQL) maximum allowable degree of deviation from perfect performance for each required service that is expected before the COUNTY assesses financial penalties or bonuses. A 100% in this column indicates that no degree of deviation is acceptable.
5. Shows the Monitoring Methods or quality assurance methods the COUNTY will use to evaluate the CONTRACTOR's performance in meeting Contract requirements.
6. Shows the Monthly Performance Indicator Points for Deviations of the AQL for each listed Contract requirement. These indicators serve as a baseline for assessing financial penalties on an annual basis.

The objective of the CONTRACTOR shall be to attain the highest positive points. Points are granted for performance that exceeds the standards listed in the Compliance Measurements Indicators Chart. Points are deducted for performance that is below the standard as well as for negative compliance incidents.

7. For purposes of performance monitoring, points will be calculated and bonuses or penalties assessed will be paid on an annual basis to allow for monthly fluctuations. For compliance monitoring, points will be calculated on a per incident basis and factored in with the annual calculations.

T.4 QUALITY ASSURANCE

Each month, CONTRACTOR performance will be compared to the Contract standards and AQL's using the Quality Assurance Monitoring Plan (QAMP). COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance, including:

1. Random sampling (for random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" [2nd Edition] by Herbert Arkin).
2. 100% percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually, or annually) as determined necessary to assure a sufficient evaluation of CONTRACTOR performance.
3. Review of reports and files.
4. Validated complaints from DPSS districts and/or administrative staff, Welfare Fraud Prevention & Investigation, community organizations, DPSS participants, other agencies, and COUNTY departments with whom the CONTRACTOR has a relationship.
5. Scheduled and unscheduled site visits.

T.5 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL or the win rate equals or exceeds the standard. When the performance is unacceptable, the CONTRACTOR may be required to respond to a Contract Discrepancy Report (CDR) as follows:

1. Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contract Manager. The CCA will determine whether a CDR (Technical Exhibit 2) will be issued.

2. If a CDR is issued, it will be mailed or hand carried, at the CCA's discretion, to the Contract Manager or alternate.
3. Upon receipt of a CDR, the CONTRACTOR is required to respond in writing to the CCA within five business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within ten business days. The CCA may extend the deadlines when there are extenuating circumstances and an extension is favorable to the COUNTY.
4. The CCA will evaluate the CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the CONTRACTOR's control and without fault or negligence by CONTRACTOR, the CCA may decline to either count such point(s) as unsatisfactory performance for the month, or assess the monetary penalty.

T.6 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

Determination of the number of defects that renders a service unsatisfactory:

The sample is selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following information:

1. *Acceptable Quality Level (AQL)* - The maximum percent or number of defects that can be accepted and still meet the Contract Standard for satisfactory performance;
2. *Lot Size* - the total number of unit or services to be provided;
3. *Sample Size* - the number of units to be checked in a given time period; and
4. *Acceptance/Rejection Numbers* - the numbers that indicate whether the lot is acceptable or unacceptable.

The AQL for each sampling is taken from the PRS. The lot size is determined by estimating how often CONTRACTOR will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

The *Unsatisfactory Performance Indicator (UPI)* points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an AQL of 10 percent, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, if five points per incident are to be assessed, the following formula is used:

- $12 \div 100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the AQL
- $12\% \times 1000$ (lot size) = 120 (# of unacceptable discrepancies)
- 120×5 (UPI Points) = 600

When services are determined to be unsatisfactorily performed in the time stipulated, COUNTY may still desire the service properly performed prior to the next scheduled performance review. Not all performance measurements are based on a sample or the above calculations. Those measurements that are based on the total number in the population (e.g. the percentage of hearings won monthly, quarterly, semi-annually or annually) are identified thusly on the Performance Requirements Summary Chart. The performance measurements of those requirements are listed in the Targeted SSI Appeals Win Rate column.

T.7 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of UPI, CONTRACTOR must, within a period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services at an acceptable level.

T.8 UNSATISFACTORY PERFORMANCE REMEDIES

When CONTRACTOR performance does not conform to the requirements of the Contract, COUNTY will have the option to apply the following non-performance remedies:

1. Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
2. Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY, for systematic, deliberate misrepresentations. This does not preclude COUNTY's right to terminate any resultant contract upon 30 days written notice with or without cause, as provided for in this contract, Section 8.42, Termination for Convenience of the COUNTY.
3. Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten business days shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others because of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be credited to COUNTY on CONTRACTOR's future invoice.
4. Assess monetary penalties and bonuses based on the standards listed for the percentage of SSI Awards resulting from the total number of SSI Appeals Representations as listed in the Performance Requirements Summary Chart and Compliance Measurement Indicators Chart.
5. Performance standards, particularly those that apply to win rates, are subject to revision by COUNTY. COUNTY recognizes that significant changes in SSA regulations or in the composition of the subject DPSS participant population could significantly affect the CONTRACTOR's ability to achieve or exceed the performance standards.

PERFORMANCE REQUIREMENTS SUMMARY CHART

EXHIBIT 1
Page 1 of 4

Required Services	Performance Indicator	Standard(s)	Monitoring Methods	Targeted SSI Appeals Win Rate	Performance Incentives and Penalties for Deviations from Targeted SSI Appeals Win Rate
Section 1.1 - Scope of Work	CONTRACTOR achieves or exceeds SSI Appeals Hearing win rate standard	<p>Annual basis, CONTRACTOR meets or exceeds a 50.00% SSI Hearing win rate standard.</p> <p>Win Rate is determined by dividing the number of wins by the number of wins plus losses.</p> <p>The formula: $\frac{\# \text{ of wins}}{\# \text{ wins} + \# \text{ losses}}$ </p> <p>Dismissals and Withdrawals are not factored into the formula. They are reviewed separately by the CCA (Section 1.8.9 & 1.8.10).</p>	Annual review of Monthly Management Reports and CONTRACTOR invoices.	70.0% or Higher	BONUS - \$15,000 bonus to be added to next invoice payment.
				65.00% to 69.99%	BONUS - \$10,000 bonus to be added to next invoice payment.
				50.00% to 64.99%	Minimum acceptable performance.
				47.00% to 49.99%	CONTRACTOR must submit action plan to improve win rate and is put on notice that CONTRACT may be subject to cancellation if performance does not improve.
				46.99% or Lower	CONTRACTOR assessed a \$5,000 penalty against next invoice payment for failure to meet minimal performance standard. CONTRACTOR must submit action plan to improve win rate and is put on notice that CONTRACT may be subject to cancellation if performance does not improve.

COMPLIANCE MEASUREMENT INDICATORS CHART

EXHIBIT 1
Page 2 of 4

Required Services	Performance Indicator	Standard(s)	Targeted Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Performance Indicator Points for Deviations of the AQL
<u>Section 1.2.2</u> - Contractor Personnel - General	Sufficient qualified staff recruited/trained/retained by contract start up/ongoing.	Employee removed within 24 hours when reasonably requested by CCA. Employee replaced within 20 workdays. Supervisory, administrative, and direct labor personnel provided to accomplish all work required. Contract Manager and/or alternate available eight hours a day.	100.0%	Receipt and review of staff resumes, review of records. Substantiated user complaint or on-site investigation.	20 points deducted for each resume that indicates staff member does not meet criteria or resume contains inaccurate data discernible to CONTRACTOR. 25 points deducted per day, beginning on the 21 st workday, for failure to fill vacancies or to replace unacceptable staff, unless the CONTRACTOR requests an extension and provides documentation of good faith effort to find a suitable replacement.
<u>Section 1.3</u> - Quality Control Plan	CONTRACTOR provides revised QC Plan upon CCA request. Maintains QC review records and provides them upon CCA request.	Revised QC Plan received by CCA within 10 business days of written request by CCA. File of QC review records maintained	100.0% Review of revised plan.	Periodic review of records.	20 points deducted per day, prorated for partial day, per uncovered day. 25 points deducted per day late. 5 points per item deficient. 50 points deducted if CONTRACTOR cannot demonstrate that QC review records exist or are maintained.
<u>Section 1.4.3</u> - Contract Discrepancy Reports	CONTRACT Manager responds to notification of Contract discrepancies.	Response to verbal notification received within ten business days. Responded to written notification within five business days and provided corrective action plan within ten business days.	100.0%	Substantiated user complaint or on-site investigation.	25 points deducted per day late.
<u>Sections 1.5</u> - Hours of Operation	Office hours posted indicating office is open for eight hours per day, Monday through Friday. CONTRACTOR maintains plan to ensure Attorney appears for scheduled hearings.	CONTRACTOR staff is available for services eight hours per day Monday through Friday. CONTRACTOR Attorney appeared for scheduled hearings.	100.0%	Substantiated user complaint or on-site investigation.	20 points deducted per each day, prorated for partial days, that service hours are less than eight hours a day, Monday through Friday. 50 points deducted if CONTRACTOR Attorney does not appear for SSI hearing.
<u>Sections 1.6</u> - CONTRACTOR Provided Items	Contractor furnishes appropriate office equipment, office locations, internet, and e-mail service.	Equipment, service and office locations are sufficient to perform services under this contract.	100.0%	Review of records, or on-site investigation.	5 points deducted per day equipment and services not furnished or office location within one-hour bus commute not available.

COMPLIANCE MEASUREMENT INDICATORS CHART

EXHIBIT 1
Page 3 of 4

Required Services	Performance Indicator	Standard(s)	Targeted Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Performance Indicator Points for Deviations of the AQL
<u>Section 1.8.3 - Appointments</u>	CONTRACTOR ensures staff is available for appointments, notifies participants of appointment and location, honors all appointments set for the day, accepts all referrals, and maintains records.	All appropriate referrals seen in a timely manner with records maintained.	100.0%	Random sample, review of records, substantiated user complaint, on-site investigation.	20 points deducted for each instance of appointment not set or an appropriate referral turned away. 5 points deducted per item deficient in appointment records.
<u>Section 1.8.3 through 1.8.4 - Case Management</u>	CONTRACTOR complies with case management procedures, documentation and time frames	Work procedures ensure clients are seen timely; case file is properly documented and prepared for the SSI hearing.	100.0%	Random sample, review of records, substantiated user complaint, on-site investigation.	5 points deducted per item deficient in case records.
<u>Section 1.8.8 through 1.8.10 - Notifications</u>	CONTRACTOR provides notifications via the Monthly Management Report when cases are dismissed, or withdrawn. Includes Notification for hearing decisions.	CONTRACTOR sends notices in a timely manner with the appropriate annotations as described in these sections.	100.0%	Random sample, review of records, on-site investigation.	10 points deducted per item not reported.
<u>Section 1.8.12 - Use of LEADER Computer System</u>	CONTRACTOR staff enters data into LEADER system and prints referral data. LEADER User System Security Contracts signed. LEADER system used to access pertinent data as needed.	LEADER User System Security Contracts signed by CONTRACTOR staff with LEADER access and kept on file. All appropriate data entered in a timely manner.	100.0%	Random sample, review of records, on-site investigation.	5 points deducted per case not updated in LEADER as discussed in 2.8.11. 5 to 20 points deducted for each incident of a security violation of LEADER data, depending on severity of violation, as determined by CCA.
<u>Section 1.8.13 - Records Retention Tasks</u>	Maintenance of folders for GR, CAPI and CalWORKS participants.	Case file is properly documented, with at least all items listed in this section, and prepared for the SSI hearing.	100.0%	Random sample, review of records, on-site investigation.	5 points deducted per item deficient within case files.

COMPLIANCE MEASUREMENT INDICATORS CHART

EXHIBIT 1
Page 4 of 4

<u>Section 1.8.14 - Reporting Tasks</u>	Monthly Management Report (MMR) and Invoice due by the 15 th day following reporting month. Report format follows Attachment A, Technical Exhibit 4.	MMR contains complete and accurate statistical data of monthly operations, including explanations and comments as discussed in this section.	100.0%	Random sample, review of records, on-site investigation.	5 points deducted per item deficient or data missing on each MMR. 25 points deducted per day late. BONUS: 5 points added if MMR and invoice received before 10 th day every month of rating period. 10 points added if MMR and invoice received before 5 th day every month of rating period. 5 points added in rating period if CONTRACTOR separately lists participants failing to appear at appointments/SSI hearing.
<u>BONUS ITEM</u>	With CCA approval, CONTRACTOR provides a training segment at DPSS workshops for SSI Advocates.	CONTRACTOR provided training enhances skills and performance of DPSS SSI Advocates.	100.0%	Training Satisfaction Questionnaire. On-site participation	5 points added if DPSS SSI Advocates rate training as satisfactory or higher. Maximum 5 points in rating period.
<u>BONUS ITEM</u>	CCA determines that the CONTRACTOR demonstrates substantial improvement in participant appearances at SSI hearing.	CONTRACTOR demonstrates substantial improvement in participant appearances at SSI hearing from one rating period to another.	100.0%	Random sample, Review of records.	1 point for each percentage improvement. Maximum 5 points in rating period.
<u>BONUS ITEM</u>	CONTRACTOR demonstrates quality communication with DPSS SSI Advocates.	CONTRACTOR receives at least a rating of "satisfactory" in rating reviews from DPSS SSI Advocate surveys.	100.0%	Random sample, Review of records.	5 points added if DPSS SSI Advocates rate communication and provision of case updates as above average or higher. Maximum 5 points in rating period.
<u>Section 8.0 - Complies with all terms and conditions in this section.</u>	Notices posted and/or provided to CONTRACTOR staff as appropriate.	Review indicates compliance such as notices posted in CONTRACTOR facilities and easily accessible to employees and/or participants.	100.0%	User complaint or on-site investigation.	5 points per incident.

1.1 RESULTS OF POINTS ASSESSMENTS AND DEDUCTIONS

-50 (Negative Points) to -99 Points	Compliance at issue. Comprehensive Corrective Action plan from CONTRACTOR required within 30 days. CONTRACT subject to termination at the convenience of the COUNTY.
-100 or lower Points (Negative Points)	\$2,000 Penalty for Not in Compliance. Comprehensive Corrective Action plan from CONTRACTOR required within 30 days. CONTRACT subject to termination at the convenience of the COUNTY.

TECHNICAL EXHIBIT 2

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: _____
Returned by Contractor: _____
Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date _____

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date _____

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

TECHNICAL EXHIBIT 3**GENERAL RELIEF/CAPI/CalWORKs PARTICIPANT'S CONSENT FORM FOR
SSI HEARING REPRESENTATION**

Case Name: _____ Social Security Number: _____

Case Number: _____

I, (Name), **UNDERSTAND THAT** I have the right to have anyone of my choice represent me for my Supplemental Security Income (SSI) formal hearing before the Social Security Administration to appeal the denial of my application for SSI assistance.

Check one:

☐ **INDEPENDENTLY OBTAINED AUTHORIZED REPRESENTATIVE**

I choose to have someone other than _____ to represent me for the SSI formal hearing. I understand I can obtain referrals for representation by contacting: Social Security Administration (213) 381-0361, Los Angeles County Bar, Lawyer Referral Service (213) 622-6700, or Legal Aid (213) 487-3320. I also understand that I am responsible for payment of any and all fees if I choose to use another representative.

☐ **AUTHORIZED REPRESENTATIVE CONTRACTED BY LOS ANGELES COUNTY**

I authorize _____ to represent me in the SSI formal hearing. I **UNDERSTAND THAT I HAVE THE RIGHT TO DISMISS THE COUNTY REPRESENTATIVE. I UNDERSTAND THAT THERE IS NO COST TO ME FOR THIS SERVICE.**

I have the responsibility to immediately notify my authorized representative if I decide to dismiss him/her as my representative. I understand that Social Security regulations require me to notify the Social Security Administration in writing of any change in my representative.

I HAVE READ AND UNDERSTAND THE ABOVE.

SIGNATURE_____
DATE

TECHNICAL EXHIBIT 4

Page 1 of 4

**SSI APPEALS PROGRAM
MONTHLY MANAGEMENT REPORT**☐ **GENERAL RELIEF** ☐ **CAPI** ☐ **CALWORKS**

Month/Year _____ Region _____

Date _____

CONTRACTOR's Signature _____

1. Number of pending cases from previous month's report
(#11 from previous month's report) _____
2. Number of new referrals received this month _____
3. TOTAL CASES ON HAND (1+2) _____
4. Number of "No Shows" at initial interview _____
5. Number of cases withdrawn for the month (a+b+c) _____
 - (a) Number of Other Reps. _____
 - (b) Number of Self-Reps. _____
 - (c) Other (explain: _____) _____
6. Number of cases dismissed at hearing (a+b+c) _____
 - (a) Participant failed to appear
at hearing _____
 - (b) Participant requested at hearing
to withdraw Request for Hearing _____
 - (c) Other (explain: _____) _____
7. Number of final decisions at the hearing level
received this month (a+d) _____
 - (a) Number of Approvals _____
 - (b) Number of Denials (Less) _____
 - (c) Number of Denials Appealed _____
 - (d) Net Denials _____

TECHNICAL EXHIBIT 4

Page 2 of 4

**SSI APPEALS PROGRAM
MONTHLY MANAGEMENT REPORT**☐ **GENERAL RELIEF** ☐ **CAPI** ☐ **CALWORKS**

Region _____

Month/Year _____

8. Number of final decisions at the Appeals Council level received this month (a+d) _____
- (a) Number of Approvals _____
- (b) Number of Denials (Less) _____
- (c) Number of Denials Appealed _____
- (d) Net Denials _____
9. Number of final decisions at the Federal Court level received this month (a+b) _____
- (a) Number of Approvals _____
- (b) Number of Denials _____
10. TOTAL NUMBER OF DISPOSITIONS AS OF LAST DAY OF MONTH (4+5+6+7+8+9) _____
11. Number of cases pending (3-10) _____

TECHNICAL EXHIBIT 4

Page 3 of 4

**SSI APPEALS PROGRAM
MONTHLY MANAGEMENT REPORT**☐ **GENERAL RELIEF** ☐ **CAPI** ☐ **CalWORKS****12. FINAL DISPOSITION OF CASES THIS MONTH (MUST EQUAL #10 ABOVE)**

PARTICIPANT'S NAME	SOCIAL SECURITY NUMBER	DPSS CASE NUMBER	DATE OF SSI HEARING	HEARING DISPOSITION (i.e., Approval, Denial, Dismissal, Withdrawal, Other) Attach Explanations for Dismissal, Withdrawal and Other
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				

TECHNICAL EXHIBIT 4

Page 4 of 4

**SSI APPEALS PROGRAM
MONTHLY MANAGEMENT REPORT**☐ **GENERAL RELIEF**☐ **CAPI**☐ **CALWORKS****13. HEARINGS HELD THIS MONTH**

PARTICIPANT'S NAME	SOCIAL SECURITY NUMBER	DPSS CASE NUMBER	SSI HEARING DATE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			

TECHNICAL EXHIBIT 5**SSI APPEALS PROGRAM INVOICE FOR**☐ **GENERAL RELIEF** ☐ **CAPI** ☐ **CALWORKS**

Invoice Month/Year _____

Region _____

Contractor: _____

Address: _____

Telephone: _____

Social Security or
Tax ID number: _____

Contract Number: _____

<u>Participant Name</u>	<u>Case No.</u>	<u>SSN</u>	<u>Decision Date</u>
-------------------------	-----------------	------------	----------------------

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

Total Number of Approved Cases: _____

Cost Per Win: \$_____

TOTAL DUE CONTRACTOR \$_____

CONTRACTOR's Authorizing Signature

Date _____

CCA's Signature

Date _____

TECHNICAL EXHIBIT 6

Page 1 of 6

SSI APPEALS - CONTRACT REGIONS

(See Following Pages for DPSS GR, CAPI and CalWORKs District Office Boundaries and Map)

REGION	DISTRICT	PROGRAM
REGION I	Civic Center 813 E. 4th Street Los Angeles, CA 90013	GR
	Metro East 2855 E. Olympic Blvd. Los Angeles, CA 90023	GR
REGION II	Wilshire Special 2415 West Sixth Street Los Angeles, CA 90057	GR, CAPI AND CalWORKs
	Rancho Park 10961 Pico Blvd. Los Angeles, CA 90064	GR
REGION III	South Special 17600 "B" Santa Fe Rancho Dominguez, CA 90221	GR
REGION IV	Metro Special 2707 So. Grand Ave. Los Angeles, CA 90007	GR

TECHNICAL EXHIBIT 6

Page 2 of 6

REGION	DISTRICT	PROGRAM
REGION V	Glendale 4680 San Fernando Rd. Glendale, CA 91204	GR, CAPI and CalWORKs
	Pasadena 955 N. Lake Pasadena, CA 91104	GR
REGION VI	San Gabriel Valley 3352 Aerojet Ave. El Monte, CA 91731	GR, CAPI and CalWORKs
	Pomona 2040 W. Holt Ave. Pomona, CA 91768	GR
REGION VII	South Central 10728 S. Central Ave. Los Angeles, CA 90059	GR
	Southwest Special 1326 W. Imperial Hwy. Los Angeles, CA 90044	GR
REGION VIII	Lancaster 349-B East Avenue K-6 Lancaster, CA 93535	GR
	San Fernando Branch 9188 Glenoaks Sun Valley, CA 91352	GR

TECHNICAL EXHIBIT 6

Page 3 of 6

GR DISTRICT OFFICE BOUNDARIES - LOS ANGELES COUNTY

Region I (Civic Center and Metro East Districts)

Civic Center District

The Civic Center District services the central Los Angeles area, including downtown skid row.

Metro East

The Metro East district boundary area includes portions of the city of Los Angeles, the cities of Bell, Maywood, Vernon, Huntington Park, and touches the city of Monterey Park to the east, as well as the unincorporated areas.

On the north, the district extends to the San Bernardino Freeway, and to the city of South Gate on the south. The western boundaries are the Golden State Freeway, the Los Angeles River, and Alameda Avenue. The western boundaries separate the East Los Angeles community from the central and greater Los Angeles area.

Region II (Wilshire Special and Rancho Park)

Wilshire Special

The Wilshire Special District services the communities of Echo Park, Silver Lake, Hollywood and part of central Los Angeles.

Rancho Park

The Rancho Park District serves the West Los Angeles area. The district services an area that stretches from Mulholland Drive on the north to Florence Avenue on the south, and from Crenshaw Boulevard on the east to the Pacific Ocean on the west.

Region III (South Special)

South Special

The district boundaries are Willowbrook, Huntington Park, Bell, Bell Gardens, Pico Rivera, City of Industry, Hacienda Heights, and Rowland Heights to the north, Orange County to the east, the Pacific Ocean including Santa Catalina Island to the south, and Torrance, Gardena, Hawthorne and Inglewood to the west.

Region IV (Metro Special)

Metro Special

The district serves the South Central metropolitan area of Los Angeles.

TECHNICAL EXHIBIT 6

Page 4 of 6

Region V (Glendale and Pasadena)

Glendale

The Glendale District serves the Glendale area.

Pasadena

Pasadena District serves the communities of Pasadena, South Pasadena, San Marino, Arcadia, Altadena, Sierra Madre, and Monrovia.

Region VI (San Gabriel Valley and Pomona)

San Gabriel Valley

The district serves the communities of Alhambra, San Gabriel, and Temple City, and parts of Arcadia, El Monte, Monrovia, Monterey Park, and Rosemead.

Pomona

The district serves the communities of Pomona, Claremont, San Dimas, La Verne, Azusa, Covina, West Covina, Glendora, Walnut, Diamond Bar, and Rowland Heights.

Region VII (Southwest Special and South Central)

Southwest Special

The district boundaries extend from the inner city to such communities as Manhattan Beach, Hermosa Beach, and Marina Del Rey.

South Central

The district serves South Central Los Angeles.

Region VIII (San Fernando Valley and Lancaster)

San Fernando Valley

The district provides services to the San Fernando Valley.

Lancaster

The boundaries are the San Bernardino County line on the east, the Kern County line on the north, and the Ventura County line to the northwest. In addition, this district serves the Santa Clarita Valley.

TECHNICAL EXHIBIT 6

Page 5 of 6

DISTRICT SERVICE AREAS FOR CalWORKs SSIAP ADVOCATES***GLENDALE**

West Los Angeles
East Valley
Lancaster/Santa Clarita
Pasadena
West Valley
Southwest Family

SAN GABRIEL VALLEY

Compton
Florence
El Monte
Pomona
Belvedere
Norwalk
Paramount

WILSHIRE SPECIAL

Metro Family
Lincoln Heights
South Central
Metro North
South Family
Cudahy
Metro East
Exposition Park

*The service areas are based on the CalWORKs district offices nearest to one of the three office locations of the CalWORKs SSIAP staff.

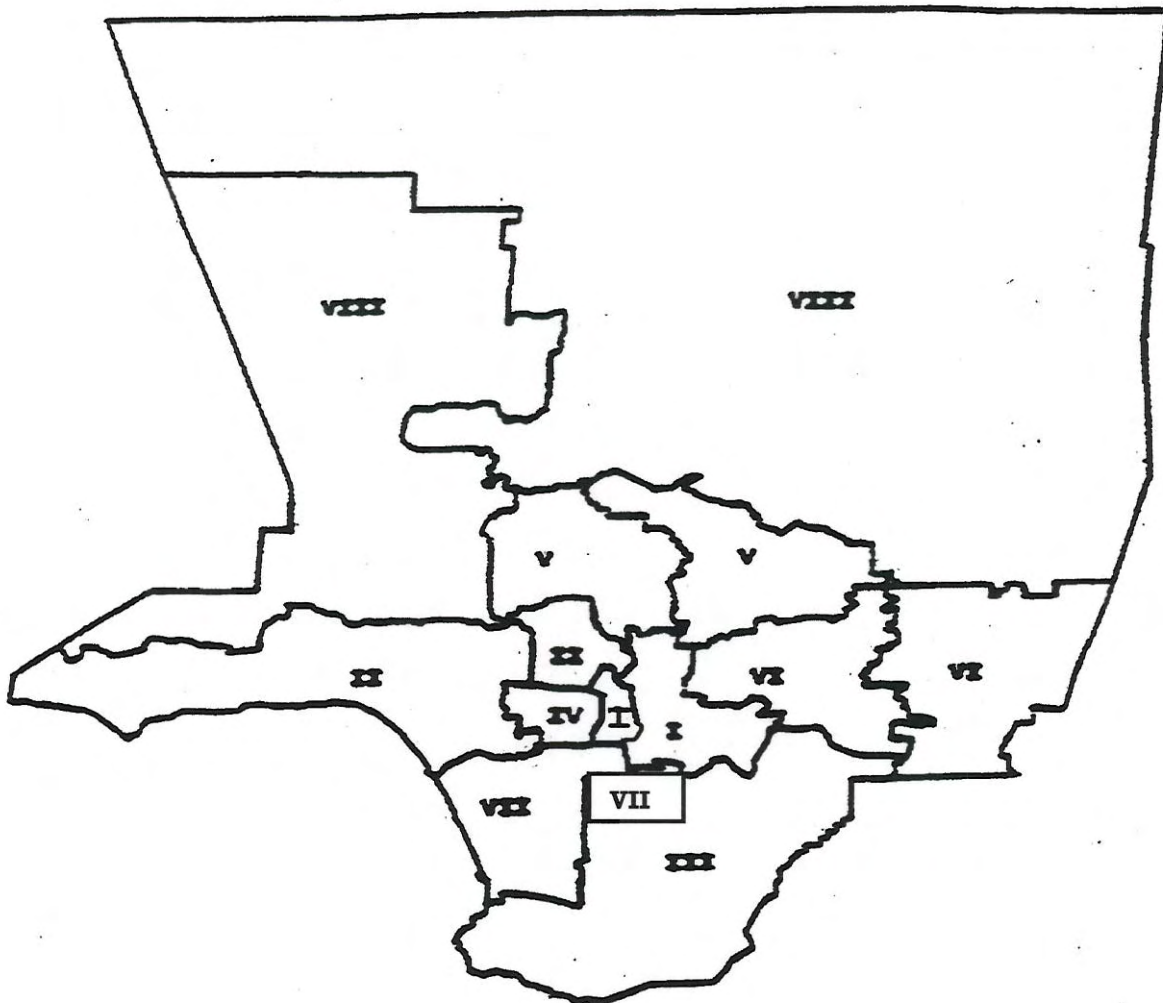
Please note: Advocates are responsible for serving participants in their specialized language (Armenian, Cambodian, Chinese [Cantonese], Spanish, and Vietnamese), although they are not in their service area. Specialized languages for each district are Glendale (Armenian/Vietnamese); San Gabriel Valley (Spanish/Cantonese); and Wilshire Special (Spanish/Cambodian).

Assistance in languages other than the ones listed above is available through certified bilingual County translators. Should the need arise, interpretation services are also available through Language Line Services (LLS).

TECHNICAL EXHIBIT 6

Page 6 of 6

MAP OF DPSS REGIONS



TECHNICAL EXHIBIT 7**LIST OF SSA OFFICES OF ADJUDICATION AND APPEALS REVIEW (ODAR)**

Los Angeles	City National Bank Building 606 South Olive St., Suite 1200 Los Angeles, CA 90014
Downey	Downey National Bank Building 8345 Firestone Blvd., Suite 210 Downey, CA 90241
Long Beach (Includes Lancaster)	Federal Office Building 501 West Ocean Blvd., Suite 5300 Long Beach, CA 90802
Pasadena	Pasadena ODAR 800 East Colorado Blvd., Suite 500 Pasadena, CA 91101
West Los Angeles	West Los Angeles, ODAR 12121 Wilshire Blvd., Suite 400 Los Angeles, CA 90025
Santa Ana/Orange (Handles hearings for Pomona Cases)	Centrum North 1120 W. La Veta Ave., Suite 600 Orange, CA 92668

TECHNICAL EXHIBIT 8**SSA FORMS**

HA-501	<u>Request for Hearing by Administrative Law Judge</u>
HA 4486	<u>Claimant's Statement When Request for Hearing Is Filed and the Issue Is Disability</u>
SSA-1696	<u>Appointment of Representative</u>
SSA-827	<u>Authorization for Source to Release Information to the Social Security Administration</u>
SSA-1560	<u>Petition to Obtain Approval for a Fee for Representing a Claimant Before the Social Security Administration</u>
Unnumbered	<u>SSA Model Fee Contract</u>

HA-501

Request for Hearing by Administrative Law JudgeSOCIAL SECURITY ADMINISTRATION
OFFICE OF HEARINGS AND APPEALSForm Approved
OMB No. 0960-0269**REQUEST FOR HEARING BY ADMINISTRATIVE LAW JUDGE**(Take or mail original and all copies to your local Social Security office,
the Veterans Affairs Regional Office in Manila or any U.S. Foreign Service post)See Privacy Act
Notice on Reverse

1. CLAIMANT	2. WAGE EARNER, IF DIFFERENT	3. SOC. SEC. CLAIM NUMBER	4. SPOUSE'S CLAIM NUMBER
-------------	------------------------------	---------------------------	--------------------------

5. I REQUEST A HEARING BEFORE AN ADMINISTRATIVE LAW JUDGE. I disagree with the determination made on my claim because:

An Administrative Law Judge of the Office of Hearings and Appeals will be appointed to conduct the hearing or other proceedings in your case. You will receive notice of the time and place of a hearing at least 20 days before the date set for a hearing.

6. I have additional evidence to submit. ☐ Yes ☐ No

Name and address of source of additional evidence:

(Please submit it to the Social Security office, The Veterans Affairs Regional Office in Manila or any U.S. Foreign Service post within 10 days. Attach an additional sheet if you need more space.)

7. Check one of the blocks:

☐ I wish to appear at a hearing.☐ I do not wish to appear at a hearing and I request that a decision be made based on the evidence in my case.

(Complete Waiver Form HA-4608)

You have a right to be represented at the hearing. If you are not represented but would like to be, your Social Security office will give you a list of legal referral and service organizations. (If you are represented and have not done so previously, complete and submit form SSA-1696 (Appointment of Representative).)

[You should complete No. 8 and your representative (if any) should complete No. 9. If you are represented and your representative is not available to complete this form, you should also print his or her name, address, etc., in No. 9.]

8. (CLAIMANT'S SIGNATURE) (DATE)			9. (REPRESENTATIVE'S SIGNATURE/NAME) (DATE)		
ADDRESS			(ADDRESS) <input type="checkbox"/> ATTORNEY; <input type="checkbox"/> NON ATTORNEY;		
CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
TELEPHONE NUMBER		FAX NUMBER	TELEPHONE NUMBER		FAX NUMBER

TO BE COMPLETED BY SOCIAL SECURITY ADMINISTRATION-ACKNOWLEDGMENT OF REQUEST FOR HEARING

10. Request received for the Social Security Administration on _____ by: _____			
(Date)		(Print Name)	
(Title)	(Address)	(Servicing FO Code)	(PC Code)
11. Was the request for hearing received within 65 days of the reconsidered determination? <input type="checkbox"/> YES <input type="checkbox"/> NO			
If no is checked, attach claimant's explanation for delay; and attach copy of appointment notice, letter, or other pertinent material or information in the Social Security office.			

12. Claimant is represented ☐ Yes ☐ No
☐ List of legal referral and service organizations provided13. Interpreter needed ☐ Yes ☐ No
Language (including sign language): _____14. Check one: ☐ Initial Entitlement Case
☐ Disability Cessation Case
☐ Other Postentitlement Case

15. Check all claim types that apply:

- | | |
|-------------------------------------------------------------------|-----------|
| <input type="checkbox"/> RSI only | (RSI) |
| <input type="checkbox"/> Title II Disability-worker or child only | (DIWC) |
| <input type="checkbox"/> Title II Disability-Widow(er) only | (DIWW) |
| <input type="checkbox"/> SSI Aged only | (SSIA) |
| <input type="checkbox"/> SSI Blind only | (SSIB) |
| <input type="checkbox"/> SSI Disability only | (SSID) |
| <input type="checkbox"/> SSI Aged/Title II | (SSAC) |
| <input type="checkbox"/> SSI Blind/Title II | (SSBC) |
| <input type="checkbox"/> SSI Disability/Title II | (SSDC) |
| <input type="checkbox"/> HI Entitlement | (HIE) |
| <input type="checkbox"/> Title VIII Only | (SVB) |
| <input type="checkbox"/> Title VIII/Title XVI | (SVB/SSI) |
| <input type="checkbox"/> Other - Specify: _____ | |

FORM HA-501-U5 (9-2001) EF (03-2002)
Destroy Prior Editions

REPRESENTATIVE

HA 4486

Claimant's Statement When Request for Hearing Is Filed and the Issue Is Disability **PAGE 1 OF 2**

Form Approved
OMB No. 0960-0316

CLAIMANT'S STATEMENT WHEN REQUEST FOR HEARING IS FILED AND THE ISSUE IS DISABILITY

Print, type or write clearly and answer all questions to the best of your ability. Complete answers will aid in processing the claim. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE STATEMENT TO THIS FORM.

CLAIMANT'S NAME	SOCIAL SECURITY NUMBER
WAGE EARNER (Leave blank if name is the same as the claimant's)	SOCIAL SECURITY NUMBER

PRIVACY ACT AND PAPERWORK ACT NOTICE: The Social Security Act (section 205(a), 702, 1631(e)(1)(A) and (B), and 1869(b)(1) and (c), as appropriate) authorized the collection of information on this form. We will use the information on your recent activities, condition, medical treatment, and medications to help us decide if we need to obtain more information. You do not have to give it, but if you do not you may not receive benefits under the Social Security Act. We may give out the information on this form without your written consent if we need to get more information to decide if you are eligible for benefits or if a Federal law requires us to do so. Specifically, we may provide information to another Federal, State, or local government agency which is deciding your eligibility for a government benefit or program; to the President or a Congressman inquiring on your behalf; to an independent party who needs statistical information for a research paper or audit report on a Social Security program; or to the Department of Justice to represent the Federal Government in a court suit related to a program administered by the Social Security Administration.

We may also use the information you give us when we match records by computer. Matching programs compare our records with those of other Federal, State, or local government agencies. Many agencies may use matching programs to find or prove that a person qualifies for benefits paid by the Federal government. The law allows us to do this even if you do not agree to it.

Explanations about these and other reasons why information you provide us may be used or given out are available in Social Security offices. If you want to learn more about this, contact any Social Security office.

TIME IT TAKES TO COMPLETE THIS FORM

We estimate that it will take you about 15 minutes to complete this form. This includes the time it will take to read the instructions, gather the necessary facts and fill out the form. If you have comments or suggestions on this estimate, or on any other aspect of this form, write to the Social Security Administration, ATTN: Reports Clearance Officer, 1-A-21 Operations Bldg., Baltimore, MD 21235-0001, and to the Office of Management and Budget, Paperwork Reduction Project (0960-0316), Washington, D.C. 20503. Send only comments relating to our estimate or other aspects of this form to the offices listed above. All requests for Social Security cards and other claims-related information should be sent to your local Social Security office whose address is listed in your telephone directory under the Department of Health and Human Services.

1. Have you worked since _____, the date your request for reconsideration was filed? (If yes, describe the nature and extent of work.) →	<input type="checkbox"/> Yes <input type="checkbox"/> No
------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------

2. Has there been any change in your condition since the above date? (If yes, describe the change.) →	<input type="checkbox"/> Yes <input type="checkbox"/> No
-------------------------------------------------------------------------------------------------------	----------------------------------------------------------

3. Have your daily activities and/or social functioning changed since the above date? (If yes, describe the changes.) →	<input type="checkbox"/> Yes <input type="checkbox"/> No
-------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------

4a. Have you been treated or examined by a physician (other than as a patient in a hospital) since the above date? (If yes, complete the following.) →	<input type="checkbox"/> Yes <input type="checkbox"/> No
--------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------

NAME OF PHYSICIAN	ADDRESS (Include ZIP code)
AREA CODE AND TELEPHONE NUMBER	
HOW OFTEN DO YOU SEE THIS PHYSICIAN	DATES YOU SAW THIS PHYSICIAN
REASON FOR VISIT	

TYPE OF TREATMENT RECEIVED (include drugs, surgery, tests)

Form HA-4486 (4-94) EF-PPP-INTERNET (6-95)

(Over)

HA 4486

Claimant's Statement When Request for Hearing Is Filed and the Issue Is Disability **PAGE 2 OF 2**

4b. Have you seen any other physician since the above date? _____ <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, show the following:)</i>		
NAME OF PHYSICIAN	ADDRESS (Include ZIP code)	
AREA CODE AND TELEPHONE NUMBER		
HOW OFTEN DO YOU SEE THIS PHYSICIAN	DATES YOU SAW THIS PHYSICIAN	
REASON FOR VISIT		
TYPE OF TREATMENT RECEIVED (Include drugs, surgery, tests)		
If you have seen other physicians since you filed your claim, attach a list of their names, addresses, dates and reasons for visits.		
5. Have you been hospitalized, or treated at a clinic or confined in a nursing home or extended care facility for your illness or injury since the above date? _____ <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, show the following:)</i>		
NAME OF FACILITY	ADDRESS (Include ZIP code)	
PATIENT OR CLINIC NUMBER		
WERE YOU AN INPATIENT? (Stayed at least overnight) <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, show _____</i>	DATES OF ADMISSIONS AND DISCHARGES	
WERE YOU AN OUTPATIENT <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, show _____</i>	DATES OF VISITS	
REASON FOR HOSPITALIZATION, CLINIC VISITS, OR CONFINEMENT		
TYPE OF TREATMENT RECEIVED (Include drugs, surgery, tests)		
If you have been in other hospitals, clinics, nursing homes, or extended care facilities for your illness or injury, attach a list of the names, addresses, patient or clinic numbers, dates and reasons for hospitalization, clinic visits, or confinement.		
6. Have you received medical or vocational services from a community agency since the above date? (If yes, indicate below the name, address and telephone number of the agency.) _____ <input type="checkbox"/> Yes <input type="checkbox"/> No		
7. Are you now taking any prescription drugs or medications? _____ <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, list them below.)</i>		
NAME OF MEDICATION(S)	DOSAGE BEING TAKEN	NAME OF PHYSICIAN(S)
8. Are you now taking any nonprescription drugs or medications? _____ <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, list them below.)</i>		
NAME OF MEDICATION(S)	DOSAGE BEING TAKEN	
9. Have you filed (or do you intend to file) for workers' compensation? _____ <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If you have filed for workers' compensation and have received an award, please bring a copy of the award notice, redemption order, or settlement to your hearing.)</i>		

Form HA-4486 (4-94) EF-PPP-INTERNET (6-95)

SSA-1696 Appointment of Representative

Social Security Administration

Please read the back of the last copy before you complete this form.

Form Approved

OMB No. 0960-0527

Name (Claimant) (Print or Type)	Social Security Number
Wage Earner (If Different)	Social Security Number

Part I APPOINTMENT OF REPRESENTATIVEI appoint this person, _____
(Name and Address)

to act as my representative in connection with my claim(s) or asserted right(s) under:

☐ Title II (RSDI) ☐ Title XVI (SSI) ☐ Title IV FMSHA (Black Lung) ☐ Title XVIII (Medicare Coverage) ☐ Title VIII (SVB)

This person may, entirely in my place, make any request or give any notice; give or draw out evidence or information; get information; and receive any notice in connection with my pending claim(s) or asserted right(s).

☐ I am appointing, or I now have, more than one representative. My main representative is _____
(Name of Principal Representative)

Signature (Claimant)	Address
----------------------	---------

Part II ACCEPTANCE OF APPOINTMENT

I, _____, hereby accept the above appointment. I certify that I have not been suspended or prohibited from practice before the Social Security Administration; that I am not disqualified from representing the claimant as a current or former officer or employee of the United States; and that I will not charge or collect any fee for the representation, even if a third party will pay the fee, unless it has been approved in accordance with the laws and rules referred to on the reverse side of the representative's copy of this form. If I decide not to charge or collect a fee for the representation, I will notify the Social Security Administration. (Completion of Part III satisfies this requirement.)

☐ I am an attorney. ☐ I am not an attorney. (Check one.)

Signature (Representative)	Address
Telephone Number (with Area Code)	Fax Number (with Area Code)
	Date

Part III (Optional) WAIVER OF FEE

I waive my right to charge and collect a fee under sections 206 and 1631(d)(2) of the Social Security Act. I release my client (the claimant) from any obligations, contractual or otherwise, which may be owed to me for services I have provided in connection with my client's claim(s) or asserted right(s).

Signature (Representative)	Date
----------------------------	------

Part IV (Optional) ATTORNEY'S WAIVER OF DIRECT PAYMENT

I waive only my right to direct payment of a fee from the withheld past-due retirement, survivors, disability insurance or black lung benefits of my client (the claimant). I do not waive my right to request fee approval and to collect a fee directly from my client or a third party.

Signature (Attorney Representative)	Date
-------------------------------------	------

Form SSA-1696-U4 (4-2002) EF (4-2002)
Destroy Prior Editions

(See Important Information on Reverse)

REPRESENTATIVE'S COPY

SSA-827 Authorization for Source to Release Information to the Social Security Administration

Form Approved OMB No. 0960-0523	
WHOSE Records to be Disclosed	
<i>First Middle Last</i>	
NAME	
SSN	Birthday (mm/dd/yy)
SSA USE ONLY NUMBER HOLDER (If other than above)	
NAME	
SSN	

AUTHORIZATION TO DISCLOSE INFORMATION TO THE SOCIAL SECURITY ADMINISTRATION (SSA)

**** PLEASE READ THE ENTIRE FORM, BOTH PAGES, BEFORE SIGNING BELOW ****

I voluntarily authorize and request disclosure (including paper, oral, and electronic interchange):

OF WHAT All my medical records; also education records and other information related to my ability to perform tasks. This includes specific permission to release:

- All records and other information regarding my treatment, hospitalization, and outpatient care for my impairment(s) including, and not limited to:
 - Psychological, psychiatric or other mental impairment(s) (excludes "psychotherapy notes" as defined in 45 CFR 164.501)
 - Drug abuse, alcoholism, or other substance abuse
 - Sickle cell anemia
 - Human immunodeficiency virus (HIV) infection (including acquired immunodeficiency syndrome (AIDS) or tests for HIV) or sexually transmitted diseases
 - Gene-related impairments (including genetic test results)
- Information about how my impairment(s) affects my ability to complete tasks and activities of daily living, and affects my ability to work.
- Copies of educational tests or evaluations, including Individualized Educational Programs, triennial assessments, psychological and speech evaluations, and any other records that can help evaluate function; also teachers' observations and evaluations.
- Information created within 12 months after the date this authorization is signed, as well as past information.

FROM WHOM

THIS BOX TO BE COMPLETED BY SSA/DDS (as needed) Additional information to identify the subject (e.g., other names used), the specific source, or the material to be disclosed:

- All medical sources (hospitals, clinics, labs, physicians, psychologists, etc.) including mental health, correctional, addiction treatment, and VA health care facilities
- All educational sources (schools, teachers, records administrators, counselors, etc.)
- Social workers/rehabilitation counselors
- Consulting examiners used by SSA
- Employers
- Others who may know about my condition (family, neighbors, friends, public officials)

TO WHOM The Social Security Administration and to the State agency authorized to process my case (usually called "disability determination services"), including contract copy services, and doctors or other professionals consulted during the process. (Also, for international claims, to the U.S. Department of State Foreign Service Post.)

PURPOSE Determining my eligibility for benefits, including looking at the combined effect of any impairments that by themselves would not meet SSA's definition of disability; and whether I can manage such benefits.

☐ Determining whether I am capable of managing benefits ONLY (check only if applies)

EXPIRES WHEN This authorization is good for 12 months from the date signed (below my signature).

- I authorize the use of a copy (including electronic copy) of this form for the disclosure of the information described above.
- I understand that there are some circumstances where this information may be redisclosed to other parties (see page 2 for details).
- I may write to SSA and my sources to revoke this authorization at any time (see page 2 for details).
- SSA will give me a copy of this form if I ask; I may ask the source to allow me to inspect or get a copy of material to be disclosed.
- I have read both pages of this form and agree to the disclosures above from the types of sources listed.

INDIVIDUAL authorizing disclosure

SIGN

IF not signed by subject of disclosure, specify basis for authority to sign
☐ Parent of minor ☐ Guardian ☐ Other personal representative (explain)

(Parent/guardian sign here if two signatures required by State law)

Date Signed	Street Address		
Phone Number (with area code)	City	State	ZIP

WITNESS *I know the person signing this form or am satisfied of this person's identity:*

SIGN

IF needed, second witness sign here (e.g., if signed with "X" above)

SIGN

Phone Number (or Address)	Phone Number (or Address)
---------------------------	---------------------------

This general and special authorization to disclose was developed to comply with the provisions regarding disclosure of medical, educational, and other information under P.L. 104-191 ("HIPAA"); 45 CFR parts 160 and 164, 42 U.S. Code section 290dd-2, 42 CFR part 2, 38 U.S. Code section 7332, 38 CFR 1.475, 20 U.S. Code section 1232g ("FERPA"); 34 CFR parts 99 and 300, and State law.

Form SSA-827 (2-2003) EF (02-2003) Destroy Prior Editions Page 1 of 2

SSA-1560

Petition to Obtain Approval for a Fee for Representing a Claimant Before the Social Security Administration

SOCIAL SECURITY ADMINISTRATION

TOE 850

Form Approved
OMB No. 0960-0104

PETITION TO OBTAIN APPROVAL OF A FEE FOR REPRESENTING A CLAIMANT BEFORE THE SOCIAL SECURITY ADMINISTRATION

**IMPORTANT
INFORMATION
ON REVERSE SIDE**

PAPERWORK/PRIVACY ACT NOTICE: Your response to this request is voluntary, but the Social Security Administration may not approve any fee unless it receives the information this form requests. The Administration will use the information to determine a fair value for services you rendered to the claimant named below, as provided in section 206 of the Social Security Act (42 U.S.C. 406).

I request approval to charge a fee of _____	Fee \$ _____ (Show the dollar amount)
for services performed as the representative of _____	Mr. _____ Mrs. _____ Ms. _____
My Services Began: _____ / _____ / _____ Month Day Year	Type(s) of claim(s) _____
My Services Ended: _____ / _____ / _____ Month Day Year	

Enter the name and the Social Security number of the person on whose Social Security record the claim is based _____ / _____ / _____

- Itemize on a separate page or pages the services you rendered before the Social Security Administration (SSA). List each meeting, conference, item of correspondence, telephone call, and other activity in which you engaged, such as research, preparation of a brief, attendance at a hearing, travel, etc., related to your services as representative in this case. Attach to this petition the list showing the dates, the descriptions of each service, the actual time spent in each, and the total hours.
- Have you and your client entered into a fee agreement for services before SSA? If "yes," please specify the amount on which you agreed, _____ \$ _____ and _____ ☐ YES ☐ NO ☐ See attached and attach a copy of the agreement to this petition.
- (a) Have you received, or do you expect to receive, any payment toward your fee from any source other than from funds which SSA may be withholding for fee payment? ☐ YES ☐ NO
(b) Do you currently hold in a trust or escrow account any amount of money you received toward payment of your fee? ☐ YES ☐ NO
If "yes" to either or both of the above, please specify the source(s) and the amount(s).
Source: _____ \$ _____
Source: _____ \$ _____
Note: If you receive payment(s) after submitting this petition, but before the SSA approves a fee, you have an affirmative duty to notify the SSA office to which you are sending this petition.
- Have you received, or do you expect to receive, reimbursement for expenses you incurred? If "yes," please itemize your expenses and the amounts on a separate page. ☐ YES ☐ NO
- Did you render any services relating to this matter before any State or Federal court? If "yes," what fee did you or will you charge for services in connection with the court proceedings? ☐ YES ☐ NO \$ _____
Please attach a copy of the court order if the court has approved a fee.

I certify that the information above, and on the attachment(s), is true and correct to the best of my knowledge and belief. I also certify that I have furnished a copy of this petition and the attachment(s) to the person(s) for whom I performed the services. I understand that failure to comply with Social Security laws and regulations pertaining to representation may result in suspension or disqualification from practice before SSA, the imposition of criminal penalties, or both.

Signature of Representative	Date	Address (include Zip Code)
Firm with which associated, if any		Telephone No. and Area Code

[Note: The following is optional. However, SSA can consider your fee petition more promptly if your client knows and already agrees with the amount you are requesting.]

I understand that I do not have to sign this petition or request. It is my right to disagree with the amount of the fee requested or any information given, and to ask more questions about the information given in this request (as explained on the reverse side of this form). I have marked my choice below.

☐ I agree with the \$ _____ fee which my representative is asking to charge and collect. By signing this request, I am not giving up my right to disagree later with the total fee amount the Social Security Administration authorizes my representative to charge and collect.

OR

☐ I do not agree with the requested fee or other information given here, or I need more time. I understand I must call, visit, or write to SSA within 20 days if I have questions or if I disagree with the fee requested or any information shown (as explained on the reverse sides of this form).

Signature of Claimant	Date
Address (include Zip Code)	Telephone No. and Area Code

Form SSA-1560-U4 (7-2000) EF (7-2000)
Destroy Prior Editions

REPRESENTATIVE'S COPY

SSA Model Fee Contract Language**Fee for Services**

My representative and I understand that, for a fee to be payable, the Social Security Administration (SSA) must approve any fee my representative charges or collects from me for services my representative provides in proceedings before SSA in connection with my claim(s) for benefits.

For my Title XVI filing, I understand that I have no financial obligation to pay my representative. The Title XVI fee is to be paid to my representative by the County of Los Angeles under a separate Contract. The fee is less than 25 percent of the past-due benefits and is less than \$5,300.

I agree and understand that, if I am found eligible for Title II benefits, that I am financially liable for paying an authorized fee from any past due Title II benefits.

We agree that, if SSA favorably decides the Title II claim(s), I will pay my representative a fee equal to the lesser of (1) Fill-in _____ percent of past-due benefits or \$ (2) Fill-in(s) _____

Review of the Fee

We understand that one or both of us may request review of the fee amount, in writing, within 15 days after SSA has notified us of any amount my representative can charge. I may ask SSA to reduce the fee.

An affected auxiliary Social Security beneficiary, if any, may ask SSA to reduce the fee too.

Also, if SSA approved the fee Contract, the person(s) who decided my claim(s) may ask for a reduction of the fee under the Contract if, in his or her opinion, my representative did not represent my interests adequately or the fee is clearly excessive for the services provided.

If someone requests review, SSA generally would send the other(s) a copy and offer an opportunity to comment on the request and provide more information to the person reviewing the request. SSA then would finally decide the amount of the fee and notify us in writing whether the fee increased, decreased, or did not change.

We both have received signed copies of this Contract.

Fill-in(s):

- (1) A number less than or equal to 25
- (2) A number less than or equal to 5,300

DISTRICT LOCATIONS		TECHNICAL EXHIBIT 9
REGION	DISTRICT	EXPECTED PRIMARY BILINGUAL NEEDS
REGION I	CIVIC CENTER #14 813 E. 4TH PL. LOS ANGELES 90012	ENGLISH/SPANISH
REGION I	METRO EAST #15 2855 E. OLYMPIC BLVD. LOS ANGELES 90023	ENGLISH/SPANISH
REGION II	RANCHO PARK #60 11110 W. PICO BLVD. LOS ANGELES 90064	ENGLISH/SPANISH
REGION II	WILSHIRE SPECIAL #10 2415 W. 6 TH ST. LOS ANGELES 90057	ENGLISH/SPANISH/ KOREAN/ ARMENIAN
REGION III	SOUTH SPECIAL #07 17600 "B" SANTA FE AVE. RANCHO DOMINGUEZ 90221	ENGLISH/SPANISH/KOREAN
REGION IV	METRO SPECIAL #70 2707 S. GRAND AVE. LOS ANGELES 90007	ENGLISH/ SPANISH/KOREAN
REGION V	GLENDALE #02 4680 SAN FERNANDO RD. GLENDALE 91204	ENGLISH/SPANISH/ARMENIAN
REGION V	PASADENA #03 955 N. LAKE AVE PASADENA 91104	ENGLISH/SPANISH/ARMENIAN
REGION VI	POMONA #36 2040 W. HOLT AVE. POMONA 91768	ENGLISH/SPANISH
REGION VI	SAN GABRIEL VALLEY #20 3352 AEROJET AVE. EL MONTE 91731	ENGLISH/SPANISH/VIETNAMESE/ CHINESE
REGION VII	SOUTHWEST SPECIAL #08 1326 W. IMPERIAL HWY. LOS ANGELES 90044	ENGLISH/SPANISH/VIETNAMESE
REGION VII	SOUTH CENTRAL #27 10728 S. CENTRAL AVE. LOS ANGELES 90059	ENGLISH/SPANISH
REGION VIII	LANCASTER #34 349-B EAST AVE. K-6 LANCASTER 93535	ENGLISH/SPANISH
REGION VIII	SAN FERNANDO BR. #32 12847 ARROYO ST. SYLMAR 91342	ENGLISH/SPANISH/ARMENIAN

TECHNICAL EXHIBIT 10

Page 1 of 5

DPSS GR CASELOAD BY PRIMARY LANGUAGES

DISTRICT	English		Spanish		Armenian		Cambodian		Vietnamese		Cantonese		Korean		Russian		Tagalog		*Other		Total Cases
	Cases	%	Cases	%	Cases	%	Cases	%	Cases	%	Cases	%	Cases	%	Cases	%	Cases	%	Cases	%	
REGION I																					
Metro East	3122	79.3	787	20.0	2	0.1	2	0.1	9	0.2	6	0.2	2	0.1	1	0.0	0	0.0	7	0.2	3939
REGION II																					
Wilshire Special	1490	73.1	308	15.1	134	6.6	0	0.0	2	0.1	3	0.1	53	2.6	24	1.2	15	0.7	10	0.5	2039
REGION III																					
South Special	8574	93.9	457	5.0	2	0.0	50	0.5	14	0.2	0	0.0	6	0.1	0	0.0	11	0.1	15	0.2	9129
REGION IV																					
Metro Special	7376	91.9	602	7.5	0	0.0	2	0.0	1	0.0	0	0.0	39	0.5	1	0.0	0	0.0	4	0.0	8025
REGION V																					
Glendale	1514	64.1	183	7.7	596	25.2	0	0.0	10	0.4	0	0.0	7	0.3	24	1.0	4	0.2	25	1.1	2363
Pasadena	1723	94.3	67	4.7	28	1.5	0	0.0	1	0.1	3	0.2	0	0.0	0	0.0	2	0.1	2	0.1	1827
REGION VI																					
San Gabriel Valley	2341	81.1	220	7.6	1	0.0	5	0.2	166	5.8	95	3.3	2	0.1	0	0.0	1	0.0	55	1.9	2886
Pomona	1181	92.9	59	4.6	0	0.0	3	0.2	9	0.7	7	0.6	0	0.0	0	0.0	3	0.2	9	0.7	1271
REGION VII																					
South Central	1802	95.9	77	4.1	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1879
Southwest Special	5947	95.7	249	4.0	0	0.0	1	0.0	7	0.1	0	0.0	6	0.1	0	0.0	1	0.0	5	0.1	6216
REGION VIII																					
Lancaster	2078	96.9	65	3.0	1	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	3	0.1	2144

DPSS CAPI CASELOAD BY PRIMARY LANGUAGES

DISTRICT	English		Spanish		Armenian		Tagalog		Korean		Cantonese		Farsi		Russian		Mandarin		*Other		Total Cases
	Cases	%	Cases	%	Cases	%	Cases	%	Cases	%	Cases	%	Cases	%	Cases	%	Cases	%	Cases	%	
REGION II	206	6.7	995	32.2	950	30.8	111	3.6	168	5.4	69	2.2	126	4.1	200	6.5	71	2.3	190	6.2	3086
Wiltshire Special																					

* Other Section includes other non-English cases such as: Japanese, Hindi, Indonesian, Arabic etc.

TECHNICAL EXHIBIT 10

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DPSS CaiWORKs CASELOADS BY PRIMARY LANGUAGES

REGION II

DISTRICT REGION II	English		Spanish		Armenian		Cambodian		Vietnamese		Cantonese		Korean		Russian		Tagalog		*Other		Total Cases
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	
Lincoln Heights	1918	40.4	2601	54.7	0	0.0	23	0.5	54	1.1	122	2.6	0	0.0	0	0.0	1	0.0	34	0.7	4753
Metro North	2367	27.4	5414	62.8	543	6.3	50	0.6	40	0.5	16	0.2	70	0.8	80	0.9	11	0.1	33	0.4	8626
Cudahy	2301	47.6	2526	52.3	0	0.0	1	0.0	2	0.0	1	0.0	1	0.0	0	0.0	0	0.0	1	0.0	4833
Metro East	2076	34.9	3873	65.0	0	0.0	0	0.0	1	0.0	3	0.1	0	0.0	0	0.0	0	0.0	1	0.0	5954
Metro Family	2805	39.0	4369	60.7	0	0.0	10	0.1	2	0.0	0	0.0	6	0.1	0	0.0	0	0.0	3	0.0	7195
South Central	4078	69.4	1791	30.5	0	0.0	1	0.0	2	0.0	0	0.0	0	0.0	0	0.0	0	0.0	4	0.1	5876
South Family	5535	58.8	2894	30.8	0	0.0	879	9.3	76	0.8	0	0.0	0	0.0	0	0.0	4	0.0	20	0.2	9408
Exposition Park	5680	77.0	1692	22.9	0	0.0	0	0.0	0	0.0	1	0.0	3	0.0	0	0.0	0	0.0	3	0.0	7379
TOTAL	26760	49.5	25160	46.6	543	1.0	964	1.8	177	0.3	143	0.3	80	0.1	80	0.1	16	0.0	99	0.2	54022

Represents Number of Cases

* Other Section includes other non-English cases such as: Japanese, Hindi, Indonesian, Arabic etc.

TECHNICAL EXHIBIT 10

DPSS CaIWORKs CASELOADS BY PRIMARY LANGUAGES REGION V

DISTRICT	English		Spanish		Armenian		Cambodian		Vietnamese		Cantonese		Korean		Russian		Tagalog		*Other		Total Cases
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	
REGION V																					
East Valley	3172	45.7	3223	46.5	463	6.7	7	0.1	9	0.1	0	0.0	1	0.0	30	0.4	8	0.1	24	0.3	6937
Lancaster	7222	85.7	1180	14.0	5	0.1	3	0.0	2	0.0	0	0.0	0	0.0	0	0.0	0	0.0	11	0.1	8423
Pasadena	1752	69.7	683	27.2	50	2.0	1	0.0	4	0.2	2	0.1	2	0.1	1	0.0	3	0.1	15	0.6	2513
West Valley	3144	52.2	2381	39.5	86	1.4	11	0.2	70	1.2	2	0.0	15	0.2	40	0.7	13	0.2	265	4.4	6027
West Los Angeles	2974	75.5	795	20.2	3	0.1	1	0.0	1	0.0	0	0.0	2	0.1	57	1.4	0	0.0	108	2.7	3941
Southwest Family	7636	73.7	2601	25.1	0	0.0	2	0.0	90	0.9	1	0.0	10	0.1	0	0.0	1	0.0	16	0.2	10357
Glendale	2077	38.6	1270	23.6	1896	35.2	1	0.0	8	0.1	1	0.0	8	0.1	55	1.0	7	0.1	60	1.1	5384
TOTAL	27977	64.2	12133	27.8	2503	5.7	26	0.1	184	0.4	6.0	0.0	38	0.1	183	0.4	32	0.1	499	1.1	43582

Represents Number of Cases

* Other Section includes other non-English cases such as: Japanese, Hindi, Indonesian, Arabic etc.

TECHNICAL EXHIBIT 10

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DPSS CalWORKs CASELOADS BY PRIMARY LANGUAGES

REGION VI

DISTRICT	English		Spanish		Armenian		Cambodian		Vietnamese		Cantonese		Korean		Russian		Tagalog		Other		Total Cases
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	
REGION VI																					
Compton	5709	66.1	2902	33.6	0	0.0	6	0.1	4	0.0	0	0.0	1	0.0	2	0.0	1	0.0	9	0.1	8634
Florence	2753	46.7	3144	53.3	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	0.0	5898
Paramount	2662	70.4	1015	26.8	0	0.0	78	2.1	19	0.5	0	0.0	1	0.0	0	0.0	1	0.0	7	0.2	3783
El Monte	2502	58.8	1612	37.9	0	0.0	5	0.1	96	2.3	22	0.5	1	0.0	0	0.0	4	0.1	14	0.3	4256
San Gabriel Valley	1940	44.0	1323	30.0	5	0.1	68	1.5	582	13.2	337	7.6	1	0.0	0	0.0	2	0.0	154	3.5	4412
Pomona	4537	71.9	1606	25.4	4	0.1	36	0.6	60	1.0	14	0.2	6	0.1	3	0.0	7	0.1	41	0.6	6314
Belvedere	1849	52.8	1625	46.4	18	0.5	2	0.1	1	0.0	1	0.0	0	0.0	2	0.1	0	0.0	4	0.1	3502
Norwalk	3792	75.8	1165	23.3	2	0.0	14	0.3	10	0.2	0	0.0	7	0.1	0	0.0	2	0.0	12	0.2	5004
TOTAL	25744	61.6	14392	34.4	29	0.1	209	0.5	772	1.8	374	0.9	17	0.0	7	0.0	17	0.0	242	0.6	41803

Represents Number of Cases

The case counts and language demographics in Technical Exhibit 10 are actual results of the GR, CAPI and CalWORKs caseloads from June 2007.

TECHNICAL EXHIBIT 11

Page 1 of 2

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME Health Advocates, LLC

Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:  DATE: 04 / 15 / 2008

PRINTED NAME: Al Leibovic

POSITION: Managing Director

ATTACHMENT B

BUDGET AND PRICING SCHEDULE

SSI APPEALS REPRESENTATION SERVICES BUDGET SHEET**DIRECT COST** (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary
Employee Classification	37	\$ 21.92*	\$ 97,603.40**
Employee Classification		\$	\$
Employee Classification		\$	\$

Others (Please continue to list)

Total Salaries and Wages \$ 97,603.40

*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE	Total Monthly Costs
Medical Insurance	23	\$ 185.43	\$4,264.89
Dental Insurance	22	\$ 10.12	\$222.64
Life Insurance	29	\$ 3.45	\$100.05
Other (list)	15	\$ 4.71	\$70.64
Total Benefits		\$ 4,487.53	(monthly)

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

Federal	\$ 13,576.22
State	\$ 4,581.98
Workers' Compensation	\$ 904.18
	\$

Total Payroll Taxes \$ 19,062.38

Insurance (List Type/Coverage. See Sample Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)

See attached list	\$ 73,546.00
	\$
	\$
Vehicles	\$
Supplies	\$
Services	\$
Office Equipment	\$
Telephone/Utilities	\$
Other (please continue to list)	\$

Total Insurance/Misc. S & S \$ 73,546.00**TOTAL DIRECT COSTS** \$ 194,699.31**INDIRECT COST** (List all appropriate)

General Accounting/Bookkeeping	\$ 0
Management Overhead (Specify)	\$
Other (Specify)	\$

TOTAL INDIRECT COSTS \$ 0**TOTAL DIRECT AND INDIRECT COST** \$ 194,699.31

PROFIT (Please enter percentage: 10 %) \$ 19,470

TOTAL MONTHLY COSTS \$ 214,169.31

* Average hourly rate

** Average payroll

EMPLOYEE BENEFITS**Medical Insurance/Health Plan:**Employer Pays \$ 185.43 Employee Pays \$ 61.81 Total Mo. Premium \$ 247.24

Annual Deductible

Employee \$ 1000.00 Family \$ 3000.00

Coverage (✓)

☒ Hospital Care (In Patient ☒ Out Patient ☒
☒ X-Ray and Laboratory
☒ Surgery
☒ Office Visits
☒ Pharmacy
☒ Maternity
☒ Mental Health/Chemical Dependency, In Patient
☒ Mental Health/Chemical Dependency, Out Patient

Dental Insurance:Employer Pays \$ 10.12 Employee Pays \$ 3.37 Total Mo. Premium \$ 13.49**Life Insurance:**Employer Pays \$ 3.35 Employee Pays \$ 0 Total Mo. Premium \$ 3.35**Vacation:**Number of Days 10 andAny increase after 4 years of employment, number of days or hours 5 days**Sick Leave:**Number of Days 3 andAny increase after 0 years of employment, number of days or hours 0**Holidays:**Number of Days 9 per year and we close the Friday preceeding most holiday that fall on Mondays.**Retirement:**Employer Pays \$ 0 Employee Pays \$ 0 Total Premium \$ 0

BUDGET SHEET NARRATIVE

Health Advocates Direct Cost

Category Description	Amount
AUTOMOBILE EXPENSES	4,112
CA TAX	3,563
IT EXPENSES	2,607
DUES & SUBSCRIPTIONS	1,832
EMPLOYEE BUSINESS EXP	5,867
LITIGATION EXPENSES	1,546
INVESTIGATION EXPENSES	1,770
EQUIPMENT PURCHASE	6,069
OFFICE SUPPLIES / EQUIPMENT SUPPLIES / EXPENSES	26,260
RENT	9,027
REPAIRS & MAINTENANCE	2,373
TELEPHONE	8,519
Total	73,546

**ATTACHMENT C
CONTRACTOR'S LOCATIONS
AND
HOURS OF OPERATION**

HEALTH ADVOCATES, LLC

MAIN OFFICE

13412 VENTURA BOULEVARD, SUITE #300
SHERMAN OAKS, CA 91423
TELEPHONE NUMBER: (818) 461-5801
MONDAY TO FRIDAY 8:00 A.M. TO 5:00 P.M.

VAN NUYS LOCATION

14735 CALIFA STREET
VAN NUYS, CA 91411
TELEPHONE NUMBER:
MONDAY TO FRIDAY 8:00 A.M. TO 5:00 P.M.

DOWNTOWN L.A. LOCATION

835 WILSHIRE BOULEVARD
LOS ANGELES, CA 90017
TELEPHONE NUMBER:
MONDAY TO FRIDAY 8:00 A.M. TO 5:00 P.M.

WEST COVINA LOCATION

CAMERON COURT PLAZA
1501 W. CAMERON AVENUE
WEST COVINA, CA 91790
TELEPHONE NUMBER:
MONDAY TO FRIDAY 8:00 A.M. TO 5:00 P.M.

ATTACHMENT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Health Advocates, LLC

Company Name

13412 Ventura Blvd., Suite 300, Sherman Oaks, CA 91423

Address

Tax ID: 68-0587145

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()



Signature

04/15/2008

Date

Al Leibovic, Managing Director

Name and Title of Signer (please print)

EEO CERTIFICATION

ATTACHMENT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

**DEPARTMENT OF PUBLIC SOCIAL SERVICES
BUREAU OF PROGRAM AND POLICY
GENERAL RELIEF AND FOOD STAMP DIVISION
12820 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CA 91746
(562) 908-5861
FAX: (562) 695-0423**

**COUNTY CONTRACT CHIEF
JUDITH R. LILLARD, HSA III IN-CHARGE
(562) 908-6861**

**COUNTY CONTRACT DIRECTOR:
LASHONDA DIGGS, HSA II IN-CHARGE
(562) 908-5861**

**COUNTY PROGRAM ADMINISTRATOR
CHARLES MEDLIN
(562) 908-6854**

**COUNTY CONTRACT ADMINISTRATOR
MERCEDES KURDOGHILIAN
(562) 908-6756**

ATTACHMENT F

CONTRACTOR'S ADMINISTRATION

HEALTH ADVOCATES, LLC

13412 VENTURA BOULEVARD, SUITE #300

SHERMAN OAKS, CA 91423

(818) 461-5801

FAX: (818) 995-9599

CONTRACT MANAGER

AL LEIBOVIC

(818) 995-9500

ALTERNATE CONTRACT MANAGER/LEAD ATTORNEY

AVI LEIBOVIC

(818) 461-5855

SUPERVISOR

MARIA SALAZAR

(818) 461-5837

SUPERVISOR

JOAN ENGUITA

(818) 461-5804

TRAINER

MONICA DOOLEY

(818) 268-3708

ATTORNEY

LESLIE KLINE-CAPELLE

(818) 461-5881

ATTACHMENT G

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

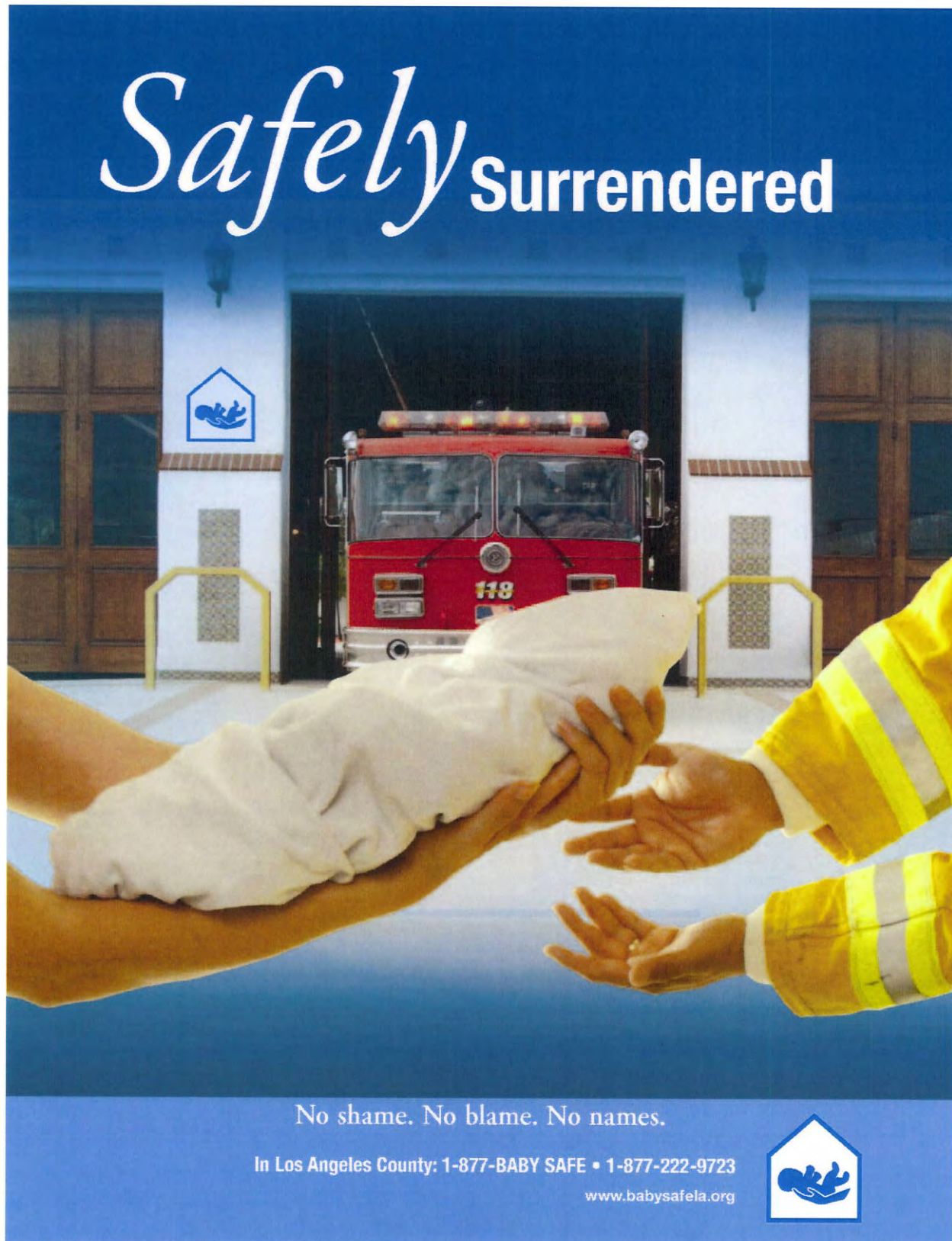
2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

ATTACHMENT H


SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



ATTACHMENT I

LIVING WAGE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Page 1 of 5

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity that has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Page 2 of 5

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Page 3 of 5

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Page 4 of 5

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Page 5 of 5

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

“Dominant in its field of operation” means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

ATTACHMENT J
MONTHLY CERTIFICATION FOR
APPLICABLE HEALTH BENEFIT
PAYMENTS

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE - PAYROLL REPORTING FORM**

X CONTRACTOR		CONTRACT NO.: #37 4/19/05																													
SUBCONTRACTOR		TYPE OF SSI Appeals Representation Svcs for GR and Cash Assistance Programs																													
NAME:		WORK LOCATION(S): Sherman Oaks, Los Angeles																													
ADDRESS:		PAYROLL PERIOD (Beginning and end dates: 03/17/2008-3/28/2008)																													
CONTACT PERSON:																															
Health Advocates	13412 Ventura Blvd., Ste. 300, Sherman Oaks, CA 91423	Lorena Leslie																													
NAME / ADDRESS	13412 Ventura Blvd., Ste. 300, Sherman Oaks, CA 91423	Lorena Leslie																													
NAME	Van Nuys Office																														
SS #:	4048																														
Position Title	Network Admin																														
X Full	Part																														
Health Ins.	OT																														
X No	OT																														
DAY AND DATE		DEDUCTIONS																													
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total Hours	Pay Rate	Med	SIT	SDI	FICA	FIT	Health Ins.	401(k) Affac	Child Suppt	Garn	Loan Repay	Other	Total Deduct	Total Gross	Net Wages	
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	27.00	24.00	24.01	64.64	13.75	268.93	106.53	51.80	0.00	0.00	0.00	0.00	0.00	330.46	1,770.00	1,239.44
Total		3.5		5.75		6.75		3.25		0		5.75		5.75		2		46.75		24.00		1,122.00		0.00		36.00		0.00			
Health Advocates	13412 Ventura Blvd., Ste. 300, Sherman Oaks, CA 91423	Lorena Leslie																													
NAME / ADDRESS	13412 Ventura Blvd., Ste. 300, Sherman Oaks, CA 91423	Lorena Leslie																													
NAME	Main Office - Sherman Oaks																														
SS #:	5872																														
Position Title	Case Manager																														
X Full	Part																														
Health Ins.	OT																														
X No	OT																														
DAY AND DATE		DEDUCTIONS																													
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total Hours	Pay Rate	Med	SIT	SDI	FICA	FIT	Health Ins.	401(k) Affac	Child Suppt	Garn	Loan Repay	Other	Total Deduct	Total Gross	Net Wages	
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	80.00	36.01	41.30	164.28	22.79	517.78	176.59	32.59	0.00	0.00	0.00	0.00	0.00	953.33	2,880.79	1,927.46
Total		8.75		8.75		8.75		8.75		8.75		8.75		8.75		5		0.00		0.00		0.00		0.00		0.00		0.00			
Health Advocates	13412 Ventura Blvd., Ste. 300, Sherman Oaks, CA 91423	Lorena Leslie																													
NAME / ADDRESS	13412 Ventura Blvd., Ste. 300, Sherman Oaks, CA 91423	Lorena Leslie																													
NAME	Downtown Office - L.A.																														
SS #:	5165																														
Position Title	Field Rep																														
X Full	Part																														
Health Ins.	OT																														
X No	OT																														
DAY AND DATE		DEDUCTIONS																													
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total Hours	Pay Rate	Med	SIT	SDI	FICA	FIT	Health Ins.	401(k) Affac	Child Suppt	Garn	Loan Repay	Other	Total Deduct	Total Gross	Net Wages	
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	40.00	22.02	21.90	8.91	12.08	84.59	93.65	192.81	14.95	170.34	0.00	78.33	0.00	677.46	1,702.16	1,024.70
Total		4.75		4.75		4.75		0		0		4.75		4.75		1		37.25		22.05		821.36		0.00		33.08		0.00			
Health Advocates	13412 Ventura Blvd., Ste. 300, Sherman Oaks, CA 91423	Lorena Leslie																													
NAME / ADDRESS	13412 Ventura Blvd., Ste. 300, Sherman Oaks, CA 91423	Lorena Leslie																													
NAME	Main Office - Sherman Oaks																														
SS #:	2397																														
Position Title	Case Manager																														
X Full	Part																														
Health Ins.	OT																														
X No	OT																														
DAY AND DATE		DEDUCTIONS																													
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total Hours	Pay Rate	Med	SIT	SDI	FICA	FIT	Health Ins.	401(k) Affac	Child Suppt	Garn	Loan Repay	Other	Total Deduct	Total Gross	Net Wages	
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	80.00	16.05	18.58	19.35	10.25	92.02	79.45	2.47	0.00	64.20	0.00	0.00	0.00	286.52	1,284.00	977.68
Total		8.75		8.75		8.75		8.75		8.75		8.75		8.75		0		0.00		0.00		0.00		0.00		0.00		0.00			
Health Advocates	13412 Ventura Blvd., Ste. 300, Sherman Oaks, CA 91423	Lorena Leslie																													
NAME / ADDRESS	13412 Ventura Blvd., Ste. 300, Sherman Oaks, CA 91423	Lorena Leslie																													
NAME	Main Office - Sherman Oaks																														
SS #:	4945																														
Position Title	Supervisor																														
X Full	Part																														
Health Ins.	OT																														
X No	OT																														
DAY AND DATE		DEDUCTIONS																													
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total Hours	Pay Rate	Med	SIT	SDI	FICA	FIT	Health Ins.	401(k) Affac	Child Suppt	Garn	Loan Repay	Other	Total Deduct	Total Gross	Net Wages	
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	80.00	26.44	30.67	7.49	16.92	46.15	131.15	0.00	0.00	0.00	0.00	0.00	0.00	232.38	2,115.39	1,883.01
Total		8.75		8.75		8.75		8.75		8.75		8.75		8.75		5		0.00		0.00		0.00		0.00		0.00		0.00			
Health Advocates	13412 Ventura Blvd., Ste. 300, Sherman Oaks, CA 91423	Lorena Leslie																													
NAME / ADDRESS	13412 Ventura Blvd., Ste. 300, Sherman Oaks, CA 91423	Lorena Leslie																													
NAME	Main Office - Sherman Oaks																														
SS #:	4945																														
Position Title	Admin Asst																														
X Full	Part																														
Health Ins.	OT																														
X No	OT																														
DAY AND DATE		DEDUCTIONS																													
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total Hours	Pay Rate	Med	SIT	SDI	FICA	FIT	Health Ins.	401(k) Affac	Child Suppt	Garn	Loan Repay	Other	Total Deduct	Total Gross	Net Wages	
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	10.00	19.26	22.34	0.00	12.33	37.54	95.53	0.00	0.00	0.00	0.00	0.00	0.00	217.74	1,540.80	1,323.06
Total		7.5		8.55		8		4.5		8.25		8		5.5		8		4.25		70.00		1,348.20		0.00		28.88		0.00			

ATTACHMENT K PAYROLL STATEMENT OF COMPLIANCE

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, Al Leibovic Managing Director
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by Health Advocates, LLC on the Main Office;
(Company or subcontractor Name) (Service, Building or Work Site)
 that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
 ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
 have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of Health Advocates, LLC
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:


2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.
3. That:

XX A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title <u>Al Leibovic, Director</u>	Owner or Company Representative Signature: 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	

11/10/99

ATTACHMENT L
CONTRACTOR'S OBLIGATIONS AS A
"BUSINESS ASSOCIATE" UNDER THE
HEALTH INSURANCE PORTABILITY &
ACCOUNTABILITY ACT OF 1996
(HIPAA)

**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996
(HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
 - (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

ATTACHMENT M

CHARITABLE CONTRIBUTIONS CERTIFICATION

CHARITABLE CONTRIBUTIONS CERTIFICATION

Health Advocates, LLC
Company Name
13412 Ventura Blvd., Suite 300, Sherman Oaks, CA 91423
Address
Tax ID: 68-0587145
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

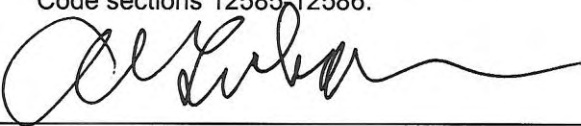
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☒ Contractor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Contractor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Contractor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.


Signature

04/15/2008
Date

Al Leibovic, Managing Director
Name and Title of Signer (please print)

ATTACHMENT N
FEDERAL EARNED INCOME TAX
CREDIT NOTICE



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2006)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2006)
Cat. No. 205991

ATTACHMENT O

GLOSSARY OF TERMS

Acceptable Quality Level (AQL) - A measure to express the allowable leeway or variance from the contract Standard, above which the COUNTY will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

Administrative Law Judge (ALJ) - Attorney hired by SSA's Office of Hearing and Appeals to conduct hearings in the denial of SSI or Disability and Health Insurance (RSDHI).

Contract - A Contract between persons/agencies, which obliges each party to do or not to do a certain thing. Technically, a valid Contract requires an offer and an acceptance of that offer, and, in common law countries, consideration.

Appeals Council - The Appeals Council of the Office of Hearings and Appeals, Social Security Administration. Upon formal request, the Appeals Council reviews decisions made by the ALJ. These reviews can be requested by the appellant or can be completed as a quality control review by the Office of Hearings and Appeals.

Applicant - A person whose application for public assistance is pending.

Authorized Representative - An attorney or non-attorney who has been chosen to represent an SSI applicant and who has not been disqualified from appearing as a representative with SSA.

Budget - The document that details the CONTRACTOR's costs for providing the services included in this Contract. Included in the Budget are the following:

Direct Costs - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by this Contract), Supplies, Postage, Medical and Office Equipment, Equipment Maintenance, Telephone/Utilities, Space, Applicable Taxes, and other (specified).

Indirect Costs - General Accounting or Bookkeeping, Management Overhead, and other (specified).

Profit (if applicable) - Percent and Dollar Amount.

CalWORKs Program - California Work Opportunities and Responsibility to Kids. A federal mandated public assistance program, administered by the County, to provide temporary financial assistance and employment services to families with minor children. Eligible families receive cash aid and Medi-Cal. CalWORKs families may be eligible for Food Stamp benefits.

Cash Assistance Program For Immigrants (CAPI) - The CAPI Program is a State program that provides cash assistance to certain aged, blind, and disabled legal non-citizens who are ineligible to Supplemental Social Security Income/State Supplemental Payment (SSI/SSP) due to their immigration status. It is also a County administered program. CAPI applicants may be eligible for Medi-Cal, In-Home Supportive Services (IHSS) and/or Food Stamp benefits.

Case Number - A unique seven-digit alphanumeric used to identify individual public assistance DPSS case records.

Claims File - The SSI claimant's file as prepared and maintained by SSA.

Contract Discrepancy Report (CDR) - A report used by the Quality Assurance Evaluator to record Contract information regarding discrepancies or problems with CONTRACTOR's performance. If CONTRACTOR's performance is judged unsatisfactory, the CCA is required to forward a CDR to the CONTRACTOR for his response.

Department of Public Social Services (DPSS) - The County department responsible for providing social and financial services to eligible persons in Los Angeles County.

Disability and Adult Programs Division (DAPD) - Also known as the Disability Determination Service (DDS), DAPD is a Division of California Department of Social Services (CDSS) that completes medical evaluations to determine disability for Social Security Title II and XVI, and Medi-Cal.

Disability Benefits (RSDHI or Title II) - Social Security disability (SSD) benefits (Retirement, Survivors, Disability and Health Insurance [RSDHI]) paid by the Social Security Administration under Title II of the Social Security Act. These benefits are sometimes approved for SSI applicants instead of or in addition to SSI.

District Office - Office housing DPSS staff who are responsible for providing social and financial services to eligible persons within a specific geographic area within Los Angeles County.

Eligibility Worker (EW) - The COUNTY employee responsible for determining the eligibility of applicants and participants of public assistance.

Attachment File - The file prepared by the local Office of Hearings and Appeals for use at the hearing.

Formal Hearing - The third level in the SSI application process in which the applicant has the right to a face-to-face appeal hearing with an ALJ.

General Relief (GR) Program - A financial assistance program administered by the County for persons who are not eligible for federal or State assistance programs. The cost of this program is borne entirely by the County, and is reimbursable to the County when participants are able to do so.

Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System (LEADER) - An individual participant based, fully integrated, on-line, interactive Graphical User Interface system. The LEADER system automatically determines eligibility, issues benefits for CalWORKs, General Relief, CAPI, Food Stamps and Medi-Cal programs, and provides supportive functions and interfaces.

Participant - A person who participates in the GR, CAPI or CalWORKs Program as either an applicant or participant.

Performance Requirements Summary (PRS) - A document furnished by the County (Technical Exhibit 1) that identifies and summarizes elements of this Contract that the County will be evaluating to assure that Contract performance Standards are met by the CONTRACTOR.

Social Security Administration (SSA) - The department of the federal government responsible for the Social Security and Supplemental Security Income programs.

Social Security Disability (SSD) - See Disability Benefits.

Social Security Administration (SSA) Disability Redesign - A national initiative ("prototype") of the SSA, designed to improve services for SSI claimants by including a claimant conference prior to denial of the SSI application and eliminating the reconsideration process. SSA has indicated that this was a pilot and will be phasing it out. No specific time frames for the phase-out have been announced.

Standard - A minimum requirement set by the County for CONTRACTOR to perform a service or activity.

Supplemental Security Income Assistance Program (SSIAP) - A County administered program that provides physically and mentally disabled GR, CAPI, and CalWORKs participants with assistance through the initial phases of the SSI application process. Assistance is provided by DPSS Social Workers functioning as Advocates for the participants applying for SSI.

Supplemental Security Income (SSI) Advocate - The County employee responsible for assisting GR, CAPI or CalWORKs participants through the SSI application process.

Supplemental Security Income (SSI) Liaison - The County employee assigned at designated County offices to oversee SSI Advocate activities.

Supplemental Security Income/State Supplemental Program (SSI/SSP) - The federal and State aid programs for needy persons who are aged, blind or disabled. The State of California provides cash (SSP) in lieu of Food Stamps in addition to the cash payment provided by the federal government. This (generally) means that an SSI participant in California is not eligible for Food Stamps if he/she is receiving a SSP payment.

SSI Application - The first level of the SSI application process. SSA reviews the application to establish that the applicant meets the financial and resource limits for SSI. The application is then forwarded to Disability Determination Services (DDS). Medical/psychiatric evidence is reviewed to establish that a medical impairment that prevents substantial gainful activity exists for a period of 12 months or result in the death of the applicant in that time.

SSI Reconsideration Request - The second level of the SSI application process, if the initial application is denied. In the Los Angeles County SSIAP, the SSI Advocate completes this request. This process does not exist in SSA Redesign (aka "Prototype") offices. In those offices, if an initial SSI application is denied, the next step is to file for a formal Appeals Hearing.

Welfare Fraud Prevention and Investigation (WFP&I) Section – The section within DPSS that investigates allegations of welfare fraud in the CalWORKs, Food Stamps, General Relief (GR), In-Home Supportive Services (IHSS), Refugee programs, and determines the amount of fraudulent/potential fraudulent cash overpayment or Food Stamp overissuance.

**PROPOSITION A CONTRACTING
COMPARISON OR ESTIMATED AVOIDABLE COSTS
TO THE COST OF CONTRACTING SSI APPEALS REPRESENTATION SERVICES
(JUNE 1, 2008 THROUGH MAY 31, 2011)**

COUNTY COSTS

Direct Costs	YEAR 1	YEAR 2	YEAR 3
Salaries.....	\$1,289,000	\$1,315,000	\$1,315,000
Employee Benefits.....	473,000	473,000	482,000
Interpreter Costs.....	40,000	40,000	40,000
Other services and supplies.....	253,000	233,000	233,000
TOTAL	\$2,055,000	\$2,070,000	\$2,070,000
TOTAL THREE-YEAR TERM			\$6,195,000

CONTRACT COSTS

Direct Costs	
Health Advocates, LLC.....	\$5,899,341
Financial incentives for the three-year period.....	\$ 45,000
TOTAL THREE-YEAR TERM	\$5,944,341

THREE-YEAR ESTIMATED COUNTY COST SAVINGS.....\$ 250,659